

CTCNet

Exhibit 1

CTCNet INFORMATION

As a matter of course, CTCNet does not weigh in on telecommunications industry mergers or developments. We feel, however, that this particular merger will have a substantial effect on the communities we serve, and the abilities of our centers to meet their needs. We have monitored a wide range of technologies and services for some time, and have identified the 2.5GHz bandwidth as an important resource that can help our members to continue to meet key education, training, and community information needs. This service sector not only has the ability to provide educational and community information to their constituencies, but also to provide valuable high speed mobile/portable wireless broadband data services at true broadband speeds to the broader communities they serve. We would rather not wait yet again for potential promises from monopolistic single source providers that merely promise currently existing services in window-dressed new packaging as the services of tomorrow. We believe that only true competition in the 2.5 GHz Band will unlock the next-generation technologies that will help underserved communities and economically disadvantaged citizens move past the morass of technology service "leftovers" with which they are currently fed.

CTCNet's reasoning for commenting on telecommunications policy and industry activities stems from the decades of service provision our centers have delivered in communities across America, through direct technology and information service access to those who would otherwise be unable to afford such access. We have been fortunate to work in collaboration with private and public sector partners to identify resource gaps and priorities in deploying technology, and have routinely provided information in response to inquiries from federal, state, regional, local and international government bodies seeking ways in which technology can be effectively utilized to meet human needs.

For over 20 years, CTCs have utilized communications technologies to deliver community information services, health and social services, basic education, cultural enrichment, senior care, lifelong learning, afterschool activities, family and youth support services, social integration for people with disabilities, workforce training, prisoner transition services, unemployment support, support for homeless and at-risk youth, substance abuse and preventative health information, rural economic empowerment and distance learning, community revitalization and small business development -- among other areas of interest.

A community technology center (CTC) is an integral part of the community in which it is based. It offers a place where participants gather together and connect with the entire community. As public spaces, CTCs host education and training opportunities, neighborhood and town meetings, public forums, cultural activities, conferencing, and other events-- complemented with services ranging from general access to communications and information technology tools, to more advanced training and alternative learning environments. CTCs may also be linked to other community technology services such as web or email hosting, computer refurbishing or broadband Internet service provision, including neighborhood wireless-fidelity (Wi-Fi) networks.

CTCs provide technology access for free or at minimal costs in an attempt to ensure that every person can fulfill the obligations placed upon them in an increasingly technologically-centered society, where the ability to access, process, and provide information has significant ramifications on individuals' ability to participate fully in society, the civic sphere and the economy.

CTCs also work to ensure that all neighborhoods and communities can achieve a level of capacity sufficient to meet the needs of their residents, regardless of income and ethnicity.

CTCs serve as hubs for community-building and community interaction, and are active catalysts for engaging low-income communities in broad-based cross-boundary social participation.

Community technology centers are situated in a wide variety of locations and contexts throughout urban and rural areas in the US and abroad. Whether it is a nonprofit community organization, government agency, school, community college, institution of higher learning, library, museum, primary clinic or health facility, places of worship or faith-based institution, neighborhood center in an affordable housing complex, community media center, commercial or retail location, or any place where a community comes together-- each CTC has its own unique qualities, yet all share a commitment to providing technology access and serving as focal points for both service and technology in their communities.

Types of Community Technology Centers Found in the United States

Assistive Technology	
<p>Parents, Let's Unite for Kids Billings, MT http://www.pluk.org/</p>	<p>PLUK is a private, non-profit organization formed in 1984 by parents of children with disabilities and chronic illnesses in the state of Montana for the purpose of information, support, training and assistance to aid their children at home and school. PLUK was founded by parents who felt strongly that parents of children with disabilities need to band together to give each other information and support.</p>
Community Development Corporation	
<p>Cleveland Housing Network Cleveland, OH www.chnnet.com</p>	<p>To address the need to build capacity for successful homeownership and financial strength among low-income families, CHN has forged alliances with a diverse group of partners to create the carefully designed Bringing Information Technology (IT) Home initiative. This capacity building toolbox of hardware, software, training, data access and interactive web-based applications fosters financial literacy for low-income families working toward eventual homeownership. Participants receive hands-on, individualized computer and Internet training purposefully designed in a manner and format that is both useful and appropriate to their skill levels.</p>
Community Media Center	
<p>Grand Rapids Community Media Center Grand Rapids, MI www.grcmc.org</p>	<p>The Community Media Center (CMC) is more than a cooperative of public access, nonprofit media affiliates. The CMC and its affiliates - GRTV, WYCE, GrandNet and the Grand Rapids Institute for Information Democracy (GRIID) - provide individuals and groups with access to the tools, training and transmission they need to join in the CMC mission: <i>Building community through media</i>. The CMC is dedicated to achieving this mission by providing avenues for self-expression, uniting diverse points of view, promoting the principles of democracy and an informed electorate and nurturing artistic visions.</p>
Community Network	
<p>The Inland Northwest Community Access Network (TINCAN) Spokane, WA www.tincan.org</p>	<p>TINCAN's mission is to provide education and support for social, economic and community development through the use of computer technology and telecommunications. Its mission is realized through creating online content of value to the local community; developing collaborative training and education using online resources; and, in collaboration with local community technology centers and other partners, providing access to digital network technologies to those who might otherwise not be able to benefit from the online information available to the larger community.</p>
Housing Development	
<p>Gateway @ Edgewood Terrace Washington, DC www.cpdcc.org</p>	<p>The Gateway @ Edgewood Terrace is a state-of-the-art computer education facility and part of a 40,000 square foot community service center serving the Edgewood Terrace community. The Gateway offers professional-quality computer education opportunities for all ages, skill levels, and personal needs. Classes range from basic computer instruction up through advanced, employment-oriented training opportunities. EdgeNet, a high-speed, groundbreaking community network, enables residents to have access to community information, communication, research, and computing power in their own homes. The center offers 4-week and 12-week classes in Adult Job Training and Adult Basic Computer Literacy. Ongoing computer classes, designed for children and for seniors, are also offered.</p>

Museum	
Portland Museum Louisville, KY	The Museum offers information and communications skill training to an audience of older youth and community adults who do not have access to computers. A computer classroom is available for use during the Museum's regular public hours and for special training classes on weekends and in the evenings.
Faith-Based	
Outreach Ministries – Outreach Community Center Carol Stream, IL www.outreachcommunityministries.com	At the Outreach Community Center in the Carol Stream neighborhood of the state of Illinois, children are given opportunities for structured activity, development of positive relationships with other children and adults, academic enrichment, and participation in cultural experiences and Christian education.
School/School-Based	
Seattle Public Schools - Community Technology Program Seattle, WA http://www.seattleschools.org/area/ocl/comtech.xml	Students attending Seattle Public Schools who need extra academic help are not limited by the hours their teachers are on the job. The District's community technology initiatives provide technology tools that students can access at home or as they travel. Families can also use the system for guidance about which projects will help most as their students work to meet a particular learning standard. Some schools are keeping their building doors open longer by allowing other organizations to operate community learning centers in on their property during evenings and vacations. Students, families and neighbors – especially those with no computer access at home – use computers and other learning tools in these facilities.
Stand-Alone Technology Center	
Capitol Hill Computer Corner Washington, DC www.computercorner-dc.org	CHCC enhances the learning opportunities and personal growth of community residents and youth through innovative technology programs and curricula.
Social Services Provider	
Interfaith Community Services Escondido, CA http://interfaithservices.org	ICS is a non-profit social service agency that provides the tools necessary for people to reach optimum self-sufficiency. ICS works with the homeless, hungry and undereducated. Through its continuum of care, Interfaith provides not only food, clothing and shelter, but also career training and counseling, childcare, physical and mental healthcare, transitional housing, veterans services and substance abuse recovery services.
Youth Development/Afterschool	
Hopeworks N' Camden www.hopeworks.org	Hopeworks in Camden is a faith-based, non-profit youth training program and economic development strategy based in the city of Camden, New Jersey. Hopeworks arose from the desire of the local community to collaboratively address the challenges of providing youth with the education and opportunity to earn a living wage. Hopeworks uses its Internet based curriculum to develop the self-esteem, personal responsibility, and earning potential of low-income youth.

CTCNet

Exhibit 2

CERTIFICATE OF SERVICE

I, John Zoltner, hereby certify that copies of the foregoing Petition to Deny of Community Technology Centers' Network were served this 30th day of March, 2005 via first class mail of the United States Postal Service, unless otherwise noted, on the following parties:

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* Via Electronic Mail

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CTCNet
Exhibit 3-A

Boston, MA

CTCNet Reply to Opposition

Exhibit 3-A

Nextel Sprint Lease Summary Detail: Case Studies

<u>NEXTEL MAJOR MARKET AREAS</u>	<u>Channels</u>	<u>Call Sign</u>	<u>Licensee Name</u>	<u>Nextel Licensed?</u>	<u>Nextel Leased?</u>	<u>Lease Expiration</u>	<u>Exclusive Negs.?</u>	<u>ROFR?</u>	<u>ROFR Length</u>
BOSTON, MA BTA RANK: 12 BTA NUMBER: 293									
Boston, MA	MDS1	WSL33	Nextel Spectrum Acquisition Corp.	Yes	No				
Boston, MA	MDS2	KNSC792	Nextel Spectrum Acquisition Corp.	Yes	No				
Boston, MA	A1,A2	KQT47	Boston Catholic Television Center, INC.	No	Yes	4/28/2008	Yes	Yes	1 Yr.
Boston, MA	A3,A4	19960919AA	Emerson College	No	Yes- FCC dismissed application, no petition for reconsideration on file- Whitespace				
Boston, MA	B1,B2,B3,B4	KYP23	Northeastern University	No	Yes	10/5/2008	Uncertain	Uncertain	Uncertain
Boston, MA	C1	WHR758	Emerson College	No	Yes	4/17/05 (WorldCom documents show that the lease has not yet commenced.	Yes	Yes	
Boston, MA	C2,C3,C4	WBB421	President & Fellow, Harvard College	No	Yes	2/28/2008	No	Yes	3 Yrs.
Boston, MA	D1,D2,D3,D4	KVQ24	Boston Catholic Television Center, INC.	No	Yes	4/28/2008	Yes	Yes	1 Yr.
Boston, MA	E1,E2,E3,E4	WMI863	Nextel Spectrum Acquisition Corp.	Yes	No				
Boston, MA	F1,F2,F3,F4	KQT48	Nextel Spectrum Acquisition Corp.	Yes	No				
Boston, MA	G1,G2,G3,G4	KLC85	Boston Catholic Television Center, INC.	No	Yes	4/28/2008	Yes	Yes	1 Yr.
Boston, MA	H1	WNTB229	Nextel Spectrum Acquisition Corp.	Yes	No				
Boston, MA	H2	WHJ868	Nextel Spectrum Acquisition Corp.	Yes	No				
Boston, MA	H3	WNEK864	Veritas, LLC	No	No				

Boston, MA

MDS 1

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WSL33

Licensed to Nextel

Boston, MA

MDS 2

-

KNSC792

Licensed to Nextel

Boston, MA

A1, A2

-

KQT47

EXCESS CAPACITY LEASE AGREEMENT

Executed
9/15/93

This Agreement, entered into on the 25th day of September, 1993, by Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor and CAI Associates, Inc., a Connecticut corporation whose mailing address is P.O. Box 2232, Ballston Spa, New York 12020, as Lessee.

WHEREAS, the Federal Communications Commission ("FCC") has authorized licenses for Instructional Television Fixed Service ("ITFS") channels to lease excess capacity for non-ITFS users, and

WHEREAS, Lessor is the licensee of the following ITFS channels assigned to the Boston, Massachusetts and surrounding areas (hereinafter "Metropolitan Area");

G1-G4, Danvers, WAL-20 and Framingham, KLC-85;

D1-D4, Boston, KVQ-24;

A1-A2, Boston, KQT-47;

F1-F4, Milton (Great Blue Hill), KQT-48, and Andover (Wood Hill), KMA-57, and

WHEREAS, Lessor has determined that excess capacity exists after the fulfillment of its ITFS requirements, and

WHEREAS, Lessee intends to develop, market and operate a wireless cable system offering wholesome family-oriented programming in the Metropolitan Area in part by leasing capacity on BCTV's channels, as well as by leasing or owning channel capacity on other microwave channels in the Metropolitan Area (hereinafter "the Channels"); and

WHEREAS, Lessee does not intend to disseminate any programming or other services on the Channels which would be inconsistent with

the teachings of the Roman Catholic Church, as more fully enunciated in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Term.

Term -

(a) The term of this Agreement shall commence upon the date of its execution and shall extend for a period of ten (10) years (hereinafter referred to as "Initial Term"), unless the Agreement is voluntarily terminated by written consent of both parties, or involuntarily terminated as provided in Paragraph 9 below.

Start Date

(b) Six months before the expiration of the Initial Term for the Metropolitan Area, Lessee and Lessor shall meet to negotiate the terms of one or more additional ten (10) year renewal terms ("Additional Renewal(s)"). During the Initial Term, unless Lessee provides Lessor with written consent to do so or unless Lessee has been adjudged to be in bankruptcy and/or is no longer a going concern, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channel(s) for which it is a licensee in the Metropolitan Area with any individual or entity other than Lessee, nor shall it use the channels itself, for commercial purposes. Lessee hereby expressly acknowledges that Lessor currently has agreements with Boston University and with Northeastern University for the use of some of Lessor's channel capacity, and agrees that there is nothing inconsistent about the continued existence, operation or execution of those agreements with this Agreement.

XNP

(c) Lessee and Lessor shall use their best efforts to negotiate reasonable terms and conditions for one or more Additional Renewals. If, after six (6) months, the parties have not reached an agreement on reasonable terms and conditions for one or more Additional Renewals, the Agreement shall terminate without further liability on the part of either party.

ADPR-

(d) If the parties are unable to reach an agreement to renew this lease pursuant to the foregoing paragraph, for a period of one year following the expiration of the Initial Term, Lessee shall have a right of first refusal to match any offer which contemplates the lease of excess capacity on Lessor's channels. Pursuant to the terms of the right of first refusal, Lessor shall notify Lessee in writing within thirty days of Lessor's receipt of a bona fide offer to lease excess capacity of the terms of such offer. Lessee shall then have twenty days of the date Lessor mails the written notification of the bona fide offer to advise Lessor in writing of its decision to match said offer. If Lessee does not notify Lessor that it has decided to match said offer, Lessor shall have thirty days thereafter to enter into a binding agreement on the same terms and conditions as contained in the notification to Lessee with the new lessee. If Lessor does not enter into a binding agreement pursuant to the preceding sentence, Lessee's right of first refusal shall be reinstated.

(e) If the Parties are unable to reach an agreement for Additional Renewals, Lessor shall have the option to acquire the Leased Equipment, as that term is hereinafter defined, at the then current fair market value, and Lessee shall execute any and all

documents necessary to transfer good and marketable title to the Leased Equipment to Lessor.

(f) It is understood by both parties that Additional Renewals are conditioned on Lessor receiving a renewal of Lessor's ITFS license from the FCC for the Metropolitan Area. In the event Lessor's license is not renewed for the Metropolitan Area, the parties will have no further liability to the other, unless non-renewal has occurred due to a grossly negligent or willful act on the part of Lessor, in which case Lessor shall be deemed to have committed a material breach of the Agreement and Lessee shall have whatever rights and remedies are available to it in law or in equity.

2. Lease of Excess Capacity.

(a) Number of Hours Excluded From Lessee Time. Lessor agrees to lease to Lessee all the "excess" capacity on its ITFS channels in the Metropolitan Area, as well as half of the vertical blanking interval capacity on the channels, for the term of this Agreement. The remaining time available over and above the time utilized for Lessor's educational programming, for other educational institutions' educational programming, and for other Archdiocesan purposes (hereinafter "Lessor's use" or "Lessor's ITFS use"), on Lessor's channels shall be considered "excess capacity," as that term is defined by the rules, regulations and policies of the FCC, and available to Lessee for entertainment programming (hereinafter "Lessee Time").

(b) Scheduling of ITFS Usage. Upon execution of this Agreement, the parties agree to work together in good faith to determine the precise number of hours Lessor wishes to utilize for

its educational programming, and which hours shall be available to Lessee for its entertainment programming, with each party recognizing the need of the other for the use of the channels for their respective purposes. On Channels A1 and A2, Boston, KQT-47, G1-G4, Danvers, WAL-20, and F2 and F4, Milton (Great Blue Hill), KQT-48, Lessor shall reserve for its use, for the first two years of operation, twelve (12) hours per week per channel; after the first two years of operation, a minimum of twenty (20), up to a maximum of forty (40) hours per week per channel. For the remaining channels, the parties shall determine in consultation with each other the amount of excess capacity available on such channels, recognizing that Lessor shall always have ready access to at least forty (40) hours per week per channel for Lessor's ITFS Use of such channels. Within ninety (90) days after the execution of this Agreement, the parties shall designate in writing the specific air time hours Lessor will utilize, and which hours shall be available to Lessee on each of the subject channels. Thereafter, in the event the parties wish to modify the air time schedule, the parties shall confer with each other to reach an agreement on the revised schedule. In recognition of the need of Lessee to have advance notice of any modification in the program schedule of any channel, Lessor shall provide at least ninety (90) days advance notice of its desire to modify the schedule.

(c) Channel Mapping or Loading. To the extent permitted by the FCC, and so long as it does not result in the disruption of Lessor's programming, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms are

defined by the FCC's rules and regulations, in the dissemination of Lessor's programming over the subject channels.

3. Integration of Lessor's Programming. Lessee agrees to integrate Lessor's programming into the overall communications service offered to subscribers, without cost charged to Lessor. This integration shall include, but not be limited to, listing Lessor's material in any program guides distributed to subscribers, inclusion in advertising and promotional materials, and full attribution to Lessor as the source of the material.

4. Transmission and Receive Facilities.

(a) Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC to secure whatever modification licenses both parties shall deem appropriate, after good faith consultation with each other. The parties contemplate that such modifications would result in the collocation of Stations KMA-57 and KLC-85 on the "F" and "G" channel groups, respectively, to the Prudential Center location of Station KVQ-24 and KQT-47 on the "D" and "A" channels respectively. All legal, technical, equipment, personnel and other expenses associated with the modification of Lessor's facilities shall be borne by Lessee from the date of the execution of this Agreement until its termination. Lessee also agrees to purchase and install at its expense equipment and associated down converters capable of enabling Lessor to adequately receive its programming to up to an additional fifteen (15) receive locations identified by Lessor in writing for the receipt of Lessor's ITFS programming. Lessee agrees that any and all receivers it installs for subscribers to its system shall be capable of receiving Lessor's programming at no

additional cost to Lessor. Upon installation of such receive equipment, complete ownership of such equipment shall immediately reside with Lessor.

(b) Any equipment, other than the receive equipment referred to in the preceding Paragraph, purchased and installed by Lessee for purposes of disseminating Lessor's programming, including transmitters, transmission lines, antennas, receivers and studio-to-transmitter links as are required to operate the ITFS channels in accordance with the provisions of such revised authorizations shall be leased to Lessor pursuant to Paragraph 7 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment.") Lessee, or its designee, shall retain title to the Leased Equipment, which may be pledged as security for a loan by Lessee, during the term of this Agreement, and removed by Lessee, or its designee, upon the termination of this Agreement; provided, however, that if this Agreement is terminated due to non-performance of any obligation contained herein by Lessee, or if the parties do not enter into Additional Renewals, Lessor shall have the right to purchase the Leased Equipment at its then current fair market value, unrestricted by any pledge or other encumbrance of the Leased Equipment by Lessee, and any documents Lessee executes pledging the Leased Equipment as security for a loan shall reflect the right of Lessor to purchase the Leased Equipment upon non-performance by Lessee.

5. Compensation for Lease of Excess Capacity.

(a) Upon execution of this Agreement, Lessee agrees to pay Lessor a one-time signing fee of

Unless Lessor terminates or otherwise

materially breaches this Agreement within the first Thirty (30) months of the operation of Lessee's system, Lessor shall retain such funds, unless such termination is due to the material breach of this Agreement by Lessee.

(b) Lessee shall pay Lessor an additional _____ per channel in the market, or a total of _____, within One Hundred and Twenty (120) days of the execution of this Agreement. Lessor shall retain such per channel payments, unless Lessor terminates or materially breaches this Agreement within Thirty-Six (36) months of the operation of Lessee's system, unless such termination is due to the material breach of the Agreement by Lessee.

(c) On the tenth day following the end of each month, commencing either twelve months from the execution of this Agreement, or when Lessee's wireless cable system becomes operational in the Metropolitan Area, whichever is sooner, Lessee shall pay Lessor monthly payments in consideration for Lessor's lease of capacity on its ITFS channels to Lessee. For the first year of such monthly payments, Lessee shall pay Lessor

_____ per channel (based on fourteen (14) channels) per subscriber to Lessee's system in the Metropolitan Area per month; commencing on the twenty-fourth (24) month and continuing through the forty-seventh month after execution of this Agreement, Lessee shall pay Lessor _____ per channel per subscriber to Lessee's system; thereafter, and for the remainder of the Initial Term, Lessee shall pay Lessor an additional _____ per channel per subscriber after each twenty-four (24) month interval; provided, however, that regardless of the number of subscribers to Lessee's

system, Lessee shall pay Lessor a minimum of
per month.

(d) In the event Lessee becomes a programmer on a video dialtone system in the Metropolitan Area, Lessee shall dedicate one channel to BCTV in any such system, or otherwise make the equivalent of one full-time channel of Lessor's programming readily accessible to its customers.

(e) For purposes of computing the compensation due Lessor pursuant to Paragraph 5(c) above, the average number of subscribers for any month shall equal the number of subscribers as of the last day of the prior month plus the number of subscribers as of the last day of the current month divided by two. For purposes of the first payment due under this contract, the first month's number of subscribers shall form the basis for the computation. Only subscribers that are current with respect to their payments shall be considered for this purpose, provided however that the subscriber payments due and owing to Lessor shall be adjusted accordingly when late paying subscribers make their payments for past months. In those situations where programming is sold in bulk, i.e., where a number of viewing units are grouped for billing purposes, such as may be the case with hotels and condominiums, the number of equivalent subscribers shall be determined by dividing the total monthly revenues derived from such bulk billing units by Lessee's then prevailing monthly rate for the channels to individual subscribers in the Metropolitan Area.

(f) Lessee shall, along with each monthly payment, provide Lessor with a certificate signed by an executive officer of Lessee showing the average number of subscribers served during said

month, together with other information reasonably requested by Lessor. It is presently anticipated that the bulk rate discount shall be 66.66 percent discounted from the standard rate. Lessee shall not be liable for any good faith mistake of fact with respect to such certificates.

(g) In the event Lessee's system commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Lessor's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(h) Upon execution of this Agreement, and upon the submission to Lessee of invoices from Lessor's attorneys indicating the hourly rate and time spent, on a daily basis, in connection with the negotiation of this Agreement, Lessee agrees to pay Lessor's legal fees in connection with the negotiation of this Agreement.

6. Right to Audit. Upon written notice to Lessee at least ten (10) business days in advance, Lessor shall have the right to inspect or audit all records and accounts covered by this Agreement. Said inspection or audit may be conducted by Lessor or any other persons designated by Lessor. Lessor agrees to maintain the confidentiality of all information so obtained.

7. ITFS Channel Equipment Lease. Lessor shall lease from Lessee all equipment purchased and installed by Lessee (other than the receive equipment referenced in Paragraph 4 above) pursuant to Paragraph 4 of this Agreement. The terms of the lease agreement are as follows:

(a) Rent. Lessor shall pay to Lessee the total amount of _____ per year for any use of the Leased Equipment, it being understood that Lessor's provision of the air time at the rates provided in this Agreement is full consideration for Lessee's lease of equipment to Lessor.

(b) Taxes. Lessee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Lessor, and Lessee shall be entitled to claim depreciation and investment tax credits thereunder for income tax purposes.

(c) Maintenance and Operating Costs. Lessee shall be required to bear all costs associated with maintaining and operating the Leased Equipment.

(d) Term. The term of the equipment lease shall commence upon the date of installation of the transmission equipment and shall end upon the termination of this Agreement.

8. Control Over Programming. Notwithstanding anything in this Agreement to the contrary, it is agreed and understood by the parties hereto that Lessee's use of the Channels shall at all times be consistent with the teachings of the Roman Catholic Church as enunciated by the Holy Father and the Bishops in communion with him. In this regard the parties hereto shall rely upon and defer to the teaching authority of the Roman Catholic Archbishop of Boston. In accordance with the preceding sentence, Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the Channels. At the present time, it is believed that this programming will be supplied by one or more

programming networks, such as C-Span, CNN, ESPN, The Discovery Channel, The Family Channel, Nickelodeon, Arts & Entertainment, and similar programming services. Lessee hereby agrees not to air any movies on the Channels which carry an "R" rating, and to obtain Lessor's prior approval for any programming or other transmissions, whether or not such transmissions constitute video programming services which will be transmitted over the Channels. Lessee will seek Lessor's prior approval in writing at least Seven (7) days in advance for any and all transmissions on the Channels. Lessor shall have the right to veto any transmissions which Lessee may propose to air on the Channels. Any breach of this Paragraph 8, notwithstanding any other provision in this Agreement, shall constitute cause for immediate termination of this Agreement by Lessor, upon transmittal of written notice to Lessee.

9. Transfer and Termination.

(a) This Agreement may be terminated by Lessee upon thirty (30) days written notice to Lessor in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement. Should such termination occur, each party shall be entitled to retain all equipment and materials purchased or furnished by such party. There shall be a final accounting of monies due under this Agreement, and when completed, there shall be no further liability of one party to the other.

(b) Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of

thirty (30) days following the receipt of written notice from the non-defaulting party. A Material Breach shall include, but not be limited to, failure of the Lessee to be utilizing Lessor's channels as part of a wireless cable system within Thirty-Six (36) months of the execution of this Agreement; failure of the Lessee to construct Lessor's modified facilities as authorized by the FCC in a timely manner; failure of the Lessor to comply with the rules, regulations and policies of the FCC, including the filing of all necessary applications and forms to maintain the FCC license for the ITFS channels. A Material Breach shall also include the failure of Lessee to make the payments contemplated by Paragraphs 5(b) and/or 5(c) above, provided however, in the event Lessee fails to make the payment contemplated by Paragraph 5(b) above, Lessor's sole remedy shall be the termination of this Agreement. In the case of any other material breaches by Lessee, Lessor shall have whatever remedies are available through normal judicial proceedings. If Lessor terminates this Agreement for non-payment of fees owed pursuant to Paragraphs 5(b), Lessor shall retain the

Payment contemplated by Paragraph 5(a). If Lessor terminates this Agreement for any other material breach by Lessee, Lessor shall retain the payments contemplated by Paragraphs 5(a) and 5(b).

(c) Except as provided in Paragraphs 9(a) and (b) above, neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other. It shall be within the absolute discretion of Lessor whether or not to consent to the proposed assignment or transfer; provided, however, the Lessor

and/or Lessee may, without the consent of the other party, assign or transfer its rights and obligations under this Agreement to a wholly-owned subsidiary, partner or affiliate, provided that Lessor or Lessee shall remain primarily liable under this Agreement notwithstanding any such assignment or transfer. Both parties may subcontract any portion of their obligations under this Agreement to any partnership, joint venture, corporation or entity which the respective party may choose, provided that in the event of such subcontracting, the respective party shall remain liable to fulfill all of its obligations under this Agreement; provided, however, that Lessor may, in its sole discretion, reject such subcontract.

(d) Should Lessee decide to terminate this Agreement for any reason other than as provided in Paragraphs 9(a) and (b) above, Lessee shall first exert good faith efforts to find a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement. If, after nine months, during which Lessee shall remain obligated under this Agreement, Lessee shall be unable to locate a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement, Lessor shall have the option of agreeing to enter into a modified contract with a substitute Lessee, or terminating this Agreement. If Lessee chooses to terminate this Agreement, Lessor shall have the right to acquire the equipment associated with its ITFS operation from Lessee at the equipment's then current fair market value, or to require Lessee to maintain the operation of Lessor's ITFS transmission facilities for the remainder of the term of this Agreement; provided, however, that if Lessor enters into an excess capacity lease agreement for the subject ITFS channels at any time

during the remainder of the term of this Agreement, Lessee's obligation to maintain the operation of Lessor's ITFS transmission facilities shall cease. Under such circumstances, however, Lessor shall still retain the right to acquire the ITFS equipment associated with its ITFS transmission facilities from Lessee at the then current fair market value.

(e) Should Lessor decide to terminate, assign or transfer its obligations under this Agreement for any reason other than provided by Paragraphs 9(a) and (b) above, Lessor shall first exert its good faith efforts to find a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement. If, after nine months, during which Lessor shall remain obligated under this Agreement, Lessor shall be unable to locate a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement, Lessee shall have the right to terminate this Agreement; provided, however, that under such circumstances, Lessee shall have the right to require Lessor to purchase the equipment associated with Lessor's ITFS channels at the then fair market value of the equipment, and compensate Lessee for the diminution in the value of Lessee's business as a going concern, including good will, as a result of Lessor's termination of the Agreement.

(g) If either party decides to terminate, assign or transfer its rights, duties and obligations under this Agreement, that party must provide ninety (90) days advance written notice, to

the other party in accordance with Paragraph 13. The date the written notice is sent shall be the first to be counted in calculating the periods of time contemplated by Paragraphs 9(c)-(f).

10. Agreement to Defend.

(a) Lessee hereby agrees to indemnify Lessor and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, joint or several, of whatever kind or nature which Lessor may sustain or to which it may become subject arising out of or relating in any way to the operation by Lessee of Lessor's ITFS facilities.

(b) Lessor hereby agrees to indemnify Lessee and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, joint or several, of whatever kind or nature which Lessee may sustain or to which it may become subject arising out of or relating in any way to the operation by Lessor of Lessor's ITFS facilities.

11. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to the adoption of a State law or action of any State oversight agency which prevents Lessor under this Agreement, and all requirements as to notice and other

performance required hereunder within a specified period shall be automatically extended to accommodate the period of dependency of any such contingency which shall interfere with such performance.

12. Specific Performance. The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notice. Any notice to be given by Lessee to Lessor under any provision of this Agreement shall be by certified mail to Reverend Francis T. McFarland, Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts, 02158-9109, with a copy to Steven C. Schaffer, Schwartz, Woods & Miller, 1350 Connecticut Avenue, N.W., Suite 300, Washington, DC 20036, and by

Lessor to Lessee by certified mail to Mr. Jared E. Abbruzzese, President, CAI Associates, Inc., P.O. Box 2232, Ballston Spa, New York 12020 with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006.

14. Severability. Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall stay in effect and the parties agree to use their best efforts to negotiate a replacement article which is not invalid.

15. Venue and Interpretation. Venue for any cause of action or between Lessor and Lessee shall be Massachusetts and all provisions of this Agreement shall be construed under the laws of Massachusetts.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties.

17. Subsequent Changes in FCC Rules. If, subsequent to the execution of this Agreement, the FCC amends its rules or policies governing any aspect of this Agreement, the parties shall amend this Agreement to bring it into conformance with such amended FCC rules or policies.

18. Condition Subsequent. It is understood by the parties hereto that Lessor reserves the right to review any references to Lessor's channels or this Agreement in any document prepared under the supervision or control of Lessee to be utilized by Lessee for purposes of offering to sell shares of stock in Lessee's company,

or in an assignee or successor to Lessee as contemplated in Paragraph 9(c) above, to members of the public (hereinafter "Public Offering Document"), and that notwithstanding Lessor's prior execution of this Agreement, Lessor shall have the right to deem this Agreement null and void, with no further liability, in the event Lessor finds references in the Public Offering Document to be inconsistent with this Agreement. Lessor understands that time is of the essence, and that the uncertainty with respect to the permanence of this Agreement by virtue of this paragraph could adversely impact the success of Lessee's initial public offering. Therefore, Lessor agrees that it shall have five business days from the date of its receipt of the relevant portions of the Public Offering Document within which to declare this Agreement null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of September, 1993.

ATTEST:

BOSTON CATHOLIC TELEVISION
CENTER, INC.

William D. King
Witness

By: Edward Cardinal Galt
"Lessor"

ATTEST:

CAI ASSOCIATES, INC.

Witness

By: _____
"Lessee"

GSK-2631

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of September, 1993.

ATTEST:

BOSTON CATHOLIC TELEVISION
CENTER, INC.

Witness

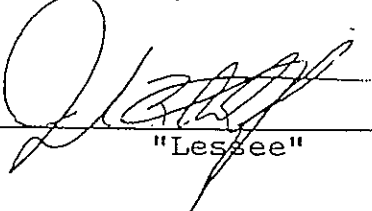
By: _____
"Lessor"

ATTEST:

CAI ASSOCIATES, INC.



Witness

By: 

"Lessee"

GSK-2631

AMENDMENT TO EXCESS CAPACITY LEASE AGREEMENT

This Amendment to Excess Capacity Lease Agreement ("Amendment") is entered into on the 21st day of September, 1995, by Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor, and Atlantic Microsystems, Inc., a Delaware corporation whose mailing address is 12 Corporate Woods Boulevard, Suite 102, Albany, New York 12211, the successor in interest to CAI Associates, Inc., as Lessee (hereinafter also referred to collectively as the "Parties" and individually as the "Party").

WHEREAS, the Parties entered into an Excess Capacity Lease Agreement dated September 25, 1993 (the "Agreement"); and

WHEREAS, Lessee reaffirms its commitment to developing, marketing and operating a wireless cable system ("System") which is oriented towards wholesome family programming; and

WHEREAS, Lessee further reaffirms its commitment to forbear from disseminating programming or other services on the ITFS channels licensed to the Lessor which would be inconsistent with the teachings of the Roman Catholic Church; and

WHEREAS, Lessee believes that it requires a certain additional degree of flexibility and discretion in the programming it can offer on the System in order to attract enough subscribers to be competitive with other multichannel video distributors in the Metropolitan area; and

WHEREAS, Lessee believes that both Parties will benefit from having their respective program offerings disseminated to the widest possible audience; and

WHEREAS, Lessee wishes to facilitate Lessor's development of a broad range of high quality, family-oriented and virtue-oriented programming that will further the teachings of the Roman Catholic Church to the widest possible audience, and in acknowledgement of Lessee's lesser role in this regard than had been understood by Lessor when entering into the Agreement and,

NOW, THEREFORE, in consideration of their mutual promises, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Agreement as follows:

1) Amended Definition of "Channels." The definition of the term "Channels" in the fourth "Whereas" clause of the Agreement is hereby amended to refer only to the ITFS channels licensed to Lessor, rather than to all channels utilized by Lessee to operate its wireless cable system in the Metropolitan Area.

2) Programming of Channels Not Licensed to Lessor. Lessor shall retain the control over programming specified in Paragraph 8 of the Agreement as to all ITFS channels licensed by the FCC to Lessor. As to microwave channels not licensed to Lessor that are utilized by Lessee to operate its wireless cable system in the Metropolitan Area, Lessor hereby agrees that Lessee will have discretion to decide what programs are transmitted over such channels, provided, however, that under no circumstances will Lessee transmit any motion pictures rated NC-17 by the MPAA Ratings Board or unrated motion pictures or other programming of similar prurient orientation on any channels utilized by Lessee to operate its wireless cable system in the Metropolitan Area. Lessor understands that Lessee contemplates subleasing channel capacity on the Channels, and on other channels utilized by Lessee to operate a wireless cable system in the Metropolitan Area, to NYNEX

Entertainment and Information Services ("NYNEX"). The NYNEX Video Services Programming Mission Statement as attached hereto is incorporated herein by reference. The programming policies and objectives stated therein shall establish the basis upon which Lessee, NYNEX and/or any affiliated parties will develop, market and operate its wireless cable system in the Metropolitan Area for the term of the Agreement. Lessor consents to Lessee subleasing channel capacity, subject to the terms and conditions of this Paragraph concerning programming.

3) Initial Endowment and Annual Grant By Lessee to Lessor. In order to further the goals of the Lessor to advance the teachings of the Roman Catholic Church, including the dissemination of wholesome, family-oriented programming in the Metropolitan Area, Lessee hereby agrees to contribute to Lessor an Endowment of
to be paid

4)

5) Change to Minimum Monthly Payment. Paragraph 5(c) of the Agreement is hereby amended to specify that the minimum monthly payment shall be

6) All Other Provisions of Agreement Remain Binding. Unless this Amendment specifically addresses and amends provisions in the Agreement, the remainder of the Agreement shall remain binding and in effect.

7) Definitions. Capitalized terms used herein shall have the same meaning set forth in the Agreement.

8) Execution in Counterparts. The execution of this Amendment in counterparts shall have the same meaning and effect as if both Parties executed the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 25 day of September, 1995.

ATTEST:

William D. Ury

BOSTON CATHOLIC TELEVISION CENTER, INC.

Richard Cardinal Law

ATTEST:

Michael P. G...

ATLANTIC MICROSYSTEMS, INC.

J. Santos Pres.

RECEIVED

JUN 16 1998

Federal Communications Commission
Office of Secretary

THIRD AMENDMENT TO EXCESS CAPACITY LEASE AGREEMENT

This Third Amendment to Excess Capacity Lease Agreement ("Third Amendment"), is entered into this 28th day of April, 1998, by and between Boston Catholic Television Center, located at 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor, Commonwealth License, Inc. ("Lessee"), a second-tier wholly-owned subsidiary of CAI Wireless Systems, Inc. ("CAI"), located at 18 Corporate Woods Boulevard, Third Floor, Albany, New York 12211, as Lessee (collectively, the "Parties").

WHEREAS, Lessor has been granted the following licenses by the Federal Communications Commission ("FCC") in the Instructional Television Fixed Service ("ITFS") for the Boston, Massachusetts metropolitan area (the "Market"):

A1-A2, Boston, Massachusetts, Call Sign KQT-47
D1-D4, Boston, Massachusetts, Call Sign KVQ-24
G1-G4, Danvers, Massachusetts, Call Sign WAL-20
G1-G4, Framingham, Massachusetts, Call Sign KLC-85
F1-F4, Milton, Massachusetts, Call Sign KQT-48
F1-F4, Andover, Massachusetts, Call Sign KMA-57; and

WHEREAS, Lessee has lease and license rights to certain Multipoint Distribution Service and Multichannel Multipoint Distribution Service (collectively "MDS") channels in the Boston Basic Trading Area and has agreements with licensees on ITFS Channels A3-A4 (application pending), B1-B4, and C1-C4; and

WHEREAS, Lessee has aggregated MDS and ITFS spectrum in the greater Boston metropolitan area with the intent to offer commercial telecommunications services, such as video, voice and/or data-based services (the "System"); and

WHEREAS, Station KQT-47 (A1-2), Station KVQ-24 (D1-D4) and Station KLC-85 (G1-G4) shall hereinafter collectively be referred to as the "Channels," and

WHEREAS, Lessor and CAI (formerly CAI Associates, Inc.) entered into an Excess Capacity Lease Agreement ("Agreement") on September 25, 1993, pursuant to which CAI leased excess airtime capacity on the Channels; and

WHEREAS, the Agreement was amended on January 25, 1994; was assigned with Lessor's consent, from CAI to Atlantic Microsystems, Inc. on April 30, 1995; was further amended on September 29, 1995; and was assigned from Atlantic Microsystems, Inc. to Lessee on August 29, 1997; and

WHEREAS, Lessor submitted the license for Station WAL-20 to the Commission for cancellation, and

WHEREAS, the Parties consummated the assignment of Stations KQT-48 and KMA-57 on November 24, 1997 to Lessee; and also executed on that date the "F Channels Lease Agreement" which provides for continued use of the channels by Lessor until such time as adequate replacement facilities are authorized, constructed and operated; and

WHEREAS, CAI's wholly-owned subsidiary Commonwealth Choice Television, Inc. ("Choice"), holds the site lease with Dewey Square Tower Associates ("Dewey") and also owns the common equipment utilized at One Financial Center ("OFC" or "the Headend"); and

WHEREAS, the Parties desire to continue their cooperative effort to further develop and implement digital and two-way technology in the 2.5 GHz spectrum in the Boston market, and therefore the Parties amend the Agreement to address the implementation of digital technology, flexible use of Lessor's spectrum, including two-way services, and other issues.

NOW THEREFORE, in consideration of the premises and of the mutual promises, undertakings, covenants and agreements set forth herein, the Parties hereto do hereby agree as follows:

1. The parties acknowledge that Lessor has submitted the license for Station WAL-20 to the FCC for cancellation, have consummated the assignment of "F"-channel licenses, have executed the "F Channels Lease Agreement" which provides for continued use of the channels by Lessor until such time as adequate replacement facilities are authorized, constructed and operated and further acknowledge the definition of "Channels" in the Agreement shall no longer include Station WAL-20, Station KQT-48 or Station KMA-57.

2. Subparagraph 2 (a) is amended as follows:

Delete the words "as well as half of the vertical blanking interval capacity on the channels" and replace them with "including the response channels associated with each of the Channels, pursuant to Section 74.939 of the Commission's rules," and replace the word "time" with "capacity" throughout the subparagraph.

3. Subparagraphs 2(b) and 2(c) are replaced with the following:

(b) Digital Operation, Capacity Division, and Permissible Uses of Channels:

(i) Implementing Digital Technology.- Lessee and Lessor hereby agree to employ digital modulation technology in the operation of the Channels pursuant to the below-referenced terms and conditions. The Parties agree to cooperate to achieve the conversion from analog to digital modulation over the Channels upon a reliable, expedient and mutually satisfactory basis, including using best efforts to file and prosecute any necessary and appropriate applications before the FCC. Lessee shall

bear the costs of preparing and prosecuting said applications, including, but not limited to, all legal and engineering fees incurred by Lessor in cooperating with Lessee's requests, including the fees and expenses incurred by counsel attending technical meetings which are requested by Lessee, but not including legal fees and expenses associated with the negotiation and amendment of contractual agreements between the Parties including those associated with this Third Amendment. This exclusion for the aforementioned legal fees is the only limitation intended by the parties to the responsibility of Lessee to pay costs defined in Paragraph 4(a) of the Agreement.

(ii) Channel-sharing Plan. Lessor and Lessee agree that the following plan for the use of all 2.5 GHz channels in the Market is the Lessee's preferred plan as of the execution of this Agreement:

However, Lessor and Lessee expressly acknowledge that neither Party has the right to bind third party licensees as to the use of their channels. Furthermore, Lessor and Lessee acknowledge that business, technical and regulatory exigencies may necessitate changes to the frequency plan. Therefore, Lessee hereby commits to using good faith, best efforts to effectuate the above frequency plan, but not to be bound by the plan.

With the foregoing qualifications, following the completed conversion to digital technology, Lessor shall have the full-time use of _____ as

follows:

, capable of being transmitted from OFC and from associated booster stations, specifically the transmission facilities at Peabody, Needham, Andover, Framingham and, if necessary, Great Blue Hill, and also the Later Stage Boosters as described in Paragraph 5 below, and installed by Lessee for (hereinafter the specific transmission facilities identified in this sentence as well as Later Stage Boosters designated in Paragraph 5 shall be referred to as the "Boosters"). In addition, Lessor shall have the full-time use

to be identified in the manner described below. Lessee shall have the full-time use of the remaining Channels and the full capacity of all "response" channels. Lessee shall make a determination as

which is fit and suitable for Lessor's intended use, on or before the installation of the first of the Later Stage Boosters as specified in Paragraph 5 below. Lessee shall provide Lessor with notification of this determination and will share with Lessor all non-confidential technical studies that Lessee used in making the determination. Lessor at its option may choose instead to have :

to be determined through good faith consultation of the Parties and which is fit and suitable for Lessor's intended use. This channel plan may be changed by written agreement of the Parties. The Party seeking a change in the plan must make its proposal at least ninety (90) days prior to the proposed date of initiation of such revised plan. As long as the revised frequency plan submitted to Lessor does not materially increase the level of interference to Lessor's then current and operational receive sites, permits Lessor to continue serving its then current and

operational receive sites with downstream transmissions, and does not result in any monetary costs to Lessor, the revised frequency plan shall be adopted. If the aforementioned conditions are not met, the Parties hereto shall coordinate in good faith and agree on a revised frequency plan with all deliberate speed. Lessor shall use its Channels only to serve Lessor's institutions for educational, charitable and non-commercial purposes. For purposes of this Agreement, "Lessor's institutions" is defined as "schools, hospitals, nursing homes, parishes, and such other charitable and non-commercial entities as are associated with the Archdiocese of Boston." This plan for channel operation and sharing shall replace that described in Paragraphs 2(a) and (b) of the Agreement.

(iii) Content. Following the conversion to digital technology, each Party may in its discretion, subject to the foregoing, use its allocated capacity hereunder to transmit any type of wireless service, provided said use shall be in compliance with the FCC's rules and regulations and, for one-way downstream video content selected by Lessee, the content restrictions in Paragraph 8 of the September 25, 1993 Agreement as amended at page 2 of the September 29, 1995 Amendment, and as further amended herein at Paragraph 11 of this Third Amendment. The Parties shall use best efforts to cooperate to obtain any necessary FCC approvals for the distribution of Lessor's ITFS programming as contemplated by the Third Amendment, and for authority to transmit other services Lessee and Lessor may wish to provide on the Channels. Under no circumstances will Lessor use the Channels to compete directly or indirectly with any commercial application of wireless services offered by Lessee within

the protected service area of the Boston System except for the educational services contemplated by this Agreement.

(iv) Flexible and two-way use of channels. Subject to FCC rules and policy as may be adopted in Docket No. 97-217, and in any event conditioned upon strict non-interference to Lessor's activities, prior to and following the conversion to digital technology, Lessee may employ "channel loading" and/or "channel mapping," "two-way" operation as described in (b)(ii) above, "cellularization" and "sectorization" as those terms are understood in the wireless industry. Lessee will share with Lessor all non-confidential technical information concerning the design of facilities operating within the System and all equipment utilized for control of transmitters within the System that directly impact Lessor's use of the Channels and Lessor's FCC licensing requirements, and will use best efforts to ensure that Lessor's Chief Engineer will have access to contractors and suppliers responsible for the design and operation of the equipment within the System to the extent such design and operation directly impacts Lessor's use of the Channels and Lessor's FCC licensing requirements.

(v) Encoders. Within two weeks of the execution of this Third Amendment, Lessee shall transfer title to _____ presently located at the Headend to Lessor and dedicate those encoders solely to converting Lessor's programming from analog to digital format. Lessee shall provide Lessor with such documentation as is necessary for proof of ownership, including, but not limited to, one or more Bills of Sale, and assignment of any outstanding warranties or guarantees. Upon such transfer, Lessor shall have the rights, benefits and obligations of ownership, including bearing any and all insurance costs, operating and maintenance costs and

taxes associated with said ownership. Lessor shall keep the encoders at the Headend only so long as necessary to design, test and implement the Studio-Transmitter-Link requirement of the subparagraph (viii) below. During this period, Lessee shall continue to provide Lessor with the current remote control and monitoring capability of the encoder system at Lessor's studio facilities, until the fulfillment of subparagraph (viii) below.

(vi) Conversion of Receive Sites. Lessee hereby acknowledges that Lessee has substantially completed the conversion to digital technology, under the direction and with the provisional consent of Lessor, including having performed a Standard Conversion of Lessor's receive sites as identified on Exhibit 1 attached hereto. The outstanding receive sites yet to be converted are identified herein in Exhibit 2. As to the outstanding receive sites, Lessee shall, with Lessor's assistance, convert those sites as quickly as is practicable. A Standard Conversion means that Lessee has, as necessary, for Lessor's intended use, reoriented the receive antenna(s), replaced the down converter and any other equipment or cabling required, installed one or two decoders as necessary, to receive and convert digital signals to analog in a manner that has maintained a continuity of Lessor's existing service. Lessor may designate in writing, pursuant to Paragraph 4(a), up to an . . . receive sites that Lessee shall be obligated to install with a Standard Installation or a Standard Conversion at its sole and exclusive expense. A Standard Installation means that Lessee has, as necessary, for Lessor's intended use, installed a receive antenna, down converter and any other equipment or cabling required, installed one (1) or two (2) decoders, as necessary, to receive and display digital signals on a television

set, said television set not to be included as part of the Standard Installation. With respect to the additional receive sites, each site selected by Lessor must be able to receive adequate signal from transmission sites described in this Third Amendment, specifically, OFC, Andover, Framingham, the First Stage Boosters, as that term is hereinafter defined, or the Later Stage Boosters, as that term is hereinafter defined. Ownership of and title to the decoders and other equipment installed pursuant to the above shall be transferred to Lessor upon installation, and Lessor shall have the benefits, rights and obligations of ownership. If Lessor wishes to convert to digital operation more than those receive sites identified ^{above in this Paragraph} ~~on Exhibit~~, Lessee will convert such additional receive sites upon Lessor's written request and Lessor shall reimburse Lessee for Lessee's costs associated with a competent, efficient workmanlike conversion of such additional receive sites. Upon reimbursement by Lessor of said costs, ownership and title to any equipment installed at said additional receive sites shall immediately vest in Lessor. Lessor shall use its best efforts to assist Lessee in performing any conversions under this paragraph, including arranging access within a reasonable period of time following Lessee's request for assistance, to the receive sites by Lessee's technicians. Lessee shall use its best efforts in providing trained technicians, professional quality materials and necessary test equipment to establish baseline performance data of the receive system. Lessee and Lessor shall each use its best efforts to meet its scheduled obligations established under this subparagraph.

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(vii) Operation and Maintenance. The parties expressly acknowledge that Lessor maintains ultimate supervision and control over the operation and maintenance of its Channels. Lessor shall be responsible for, and conduct, the maintenance of its dedicated ITFS Equipment. Lessor will be provided access to its dedicated ITFS

Equipment for maintenance purposes on a pre-scheduled basis, and immediate access for emergency repairs. Lessee shall be responsible for, and conduct, the operation and maintenance of the Common Equipment. In good faith and cooperation, both Parties may request permission to assist in the operation and maintenance of each other's equipment. A party responsible for damaging equipment is responsible for the prompt repair and replacement of the damaged equipment.

(viii) Studio-to-Transmitter (STL) and Transmitter-Studio Links (TSL) and Relocation of Encoders. Lessor is the licensee of several stations in the Private Operational Fixed Service, and Lessee is the licensee of Cable Antenna Relay Service ("CARS") license, Call Sign WLY-570 ("Station WLY-570"), that is authorized to transport programming from Lessor's studio to be received at OFC. Upon signature of this Third Amendment, Lessee and Lessor shall continue to work together at Lessee's expense, not to exceed

to be paid by Lessor to Lessee pursuant to this paragraph), to design, coordinate and license WLY-570 to redirect one (1) of its three (3) channels to transmit from OFC to be received at Lessor's studio, if permitted by the FCC, and to permit the relocation of encoders described in Paragraph 2(b)(v) hereof to Lessor's Studio and the transmission of Lessor's video programming in a manner that provides sufficient quality and reliability comparable to the Lessee's video transmissions from Needham to OFC, provided, however, that Lessee shall not be required to add additional channels to WLY-570. Lessee and Lessor shall work together to design, coordinate and license suitable return microwave facilities to accomplish Lessor's requirement for continuity of service for its microwave facilities used for production purposes such that the relay point for those facilities can be

changed, if permitted by the FCC, from the Prudential Center to OFC. The Parties shall seek the modification of WLY-570 to permit digital operation, and, if allowed by the FCC's rules, assignment of the license for Station WLY-570 from Lessee to Lessor. If and when the FCC grants authority for digital operation of WLY-570, Lessor shall pay Lessee . As soon as Lessor has made the payment, Station WLY-570 is converted, pursuant to FCC authority, to digital operation at Lessee's expense, and, the relay point for Lessee's production feed system has been successfully relocated, the encoders described in Paragraph 2(b)(v) hereof will be relocated to Lessor's studio at a schedule mutually agreed to by Lessee and Lessor. The transmitters and receivers utilized in connection with Lessor's transmissions on WLY-570 installed pursuant to this paragraph following the successful conversion to digital operation shall be considered dedicated ITFS Equipment pursuant to Paragraph 7 hereto. Except for Station WLY-570 and except as provided in Paragraph 7 of this Third Amendment, Lessee will not be required to purchase and install any microwave systems for Lessor's use; provided, however that Lessee shall assist Lessor in installing at OFC the relocated microwave facilities used in Lessor's production system and shall provide Lessor, , with rack space for installation of said microwave facilities at OFC during the term of the Agreement. Lessor shall pay for any additional equipment required for additional program streams or transmission of other programming. The Parties acknowledge that the transmitters and receivers located at the Headend associated with the point-to-point microwave links applied for or licensed to Lessor to transport programming from the Cardinal's Residence and the Cathedral of the Holy Cross to Lessor's studio via the Headend and the other production facilities are Lessor's owned equipment. Lessee and Lessor shall operate

and maintain all equipment referenced in this Paragraph in accordance with Paragraph (2)(b)(vii).

(ix) Transitional Use of Lessor Boosters. In consultation with Lessee, Lessor agrees to permit the utilization of its boosters at Andover, Framingham and, if necessary, Great Blue Hill for transmission of instructional programming required by Lessor and by one or more other area ITFS licensees to the extent and for the time permitted by Lessor's site Licensees. The "boosters" discussed in this paragraph are to be located, subject to FCC approval, where ITFS repeater stations presently operate at Framingham, Andover and, if necessary, Great Blue Hill, and are envisioned only as a transitional requirement until Lessee builds out its Boston market system fully as envisioned in Paragraph 5 of this Third Amendment. Except as described in Paragraph 7 below, all costs of modification of the boosters shall be borne by Lessee. Lessee expressly acknowledges the potential for and the need to avoid the technical phenomenon commonly referred to as self-interference by and between the signals emanating from the Headend and the co-channel signals emanating and being received at the Andover and Framingham boosters. Lessee therefore agrees to retransmit Lessor's programming on a frequency diverse non-co-channel basis for three months from the execution of this Third Amendment to allow for the transition of Lessor's Channels to the Headend. During this three month period, Lessee and Lessor shall conduct mutually agreed upon tests to confirm that the co-channel usage of the Andover and Framingham boosters will not produce self-interference or related technical problems. Upon Lessor's acceptance of the test results, Lessee shall be authorized to transition the Andover and Framingham booster sites to co-channel operation. If Lessor is not reasonably satisfied with the test results, Lessor and Lessee

will meet to determine the next course of action, which may include using additional time to implement technical improvements to correct the situation, continuing frequency diverse, non-co-channel operation until the problem can be corrected. The Parties agree to cooperate and use best efforts to file and prosecute any necessary and appropriate applications before the FCC to license the boosters contemplated by this Paragraph 2(b)(ix), as amended. Lessee shall bear the costs of preparing and prosecuting said applications.

(x) Payment

(xi) Continued Right of Access to OFC. Lessee and Choice represent that they will take no action to disturb the rights given to Lessor pursuant to the "Amendment of License Agreement" of July 16, 1997 between Dewey and Choice.

4. Delete the title of Paragraph 3 of the September 25, 1993 Agreement and replace it with "Integration of Lessor's Programming, Out of Market Service and Cooperation with No Objection Letters." Add "(a)" prior to the word "Lessee" in the first line of Paragraph 3 to delineate a subparagraph (a). Add at the second line the words "Cable Channel" before the word programming, and add the following new subparagraphs (b) and (c) to the end of Paragraph 3:

(b) Lessee recognizes that Lessor desires to serve Plymouth and Bridgewater, Massachusetts with the BCTV Cable Channel. In the event that Lessee, CAI, or any of its subsidiaries operates a wireless system that covers these areas, with no affirmative

obligation on Lessee to either operate such a system or to design the system to cover these areas, Lessee will use best efforts to carry the BCTV Cable Channel to Plymouth and Bridgewater. Lessee, CAI, or any of its subsidiaries will make provision of the BCTV Cable Channel a priority in the system design and will provide said capacity to Lessor, and Lessor shall bear all expenses associated with the transmission and reception of the BCTV Cable Channel in these areas, including any costs associated with delivering the BCTV Cable Channel to the appropriate transmission site. Lessee shall immediately contract with CAI or any of its subsidiaries, to fulfill the intent of this paragraph. Any agreement for assignment or sublease of Lessee's rights of Lessee, CAI or its subsidiaries to deploy the MDS and ITFS spectrum in the Providence, Rhode Island market shall include an obligation on the part of the Assignee or Sublessee to use its best efforts to effectuate this Paragraph.

(c) Lessor agrees to provide any "no objection letters" or consents to interference requested by Lessee, provided that the grant of the application requiring said letter will not cause material interference to transmissions of Lessor's signals on its reserved Channels or the reception of such signals transmitted on Lessor's reserved Channels at Lessor's authorized receive sites. Lessor shall not provide any "no objection letters" that impact any of the Channels Lessee is utilizing pursuant to this Third Amendment without the prior approval of Lessee. Subject to the same conditions, Lessee also agrees to provide "no objection" letters to Lessor, in the event Lessor applies independently for facilities required beyond those constructed by Lessee, and Lessee agrees also to use best efforts to secure consent letters from ITFS licensees in adjacent markets with which Lessee, CAI or its subsidiaries have lease agreements.

5. Paragraph 4(a) of the September 25, 1993 Agreement is amended by replacing the first and second sentence with the following:

Lessor and Lessee agree to cooperate to obtain and implement FCC authority to relocate the Prudential Center transmit sites of the Channels to the Headend. Lessor and Lessee shall also cooperate in the design, construction and operation of the Booster locations which extend the signal from the area reached by the Headend. Lessor has agreed to the construction of Booster locations at [REDACTED] ("the First Stage Boosters"), which are presently operating under a developmental license issued to Lessee. At the earliest opportunity as permitted by FCC rules, Lessee will prepare for filing by Lessor applications for regular authorization for use of the Channels at the First Stage Booster locations. In addition, Lessee shall install and operate additional Boosters at locations to be determined in the approximate vicinity of [REDACTED] ("the Later Stage Boosters"). The Later Stage Boosters are intended to replace the Andover and Framingham stations, and along with the Headend and First Stage Booster locations will be capable of [REDACTED] Of the Later Stage Boosters, subject to regulatory approvals, site availability and equipment availability, Lessee shall use its best efforts to construct the first Later Stage Booster within [REDACTED] the execution of this Third Amendment; the second Later Stage Booster within [REDACTED] of the execution of this Third Amendment; and the third Later Stage Booster [REDACTED] months of the execution of this Third Amendment. When Lessee replaces the transmission facilities at Andover and Framingham with the Later Stage Boosters, Lessee shall insure continuity of downstream video service by Lessor, and shall pay for the relocation and installation of the necessary transmission equipment from the Andover and

Framingham facilities to the Later Stage Booster sites. If Lessor desires to install facilities at sites other than those installed by Lessee as specified in this Paragraph, Lessor shall first give Lessee the opportunity to design and install sites to provide equivalent coverage of Lessor's receive sites. If Lessee chooses to install equivalent facilities, Lessee shall do so at its expense, except for such equipment exclusively dedicated to Lessor's transmissions. Any facilities to be installed by Lessor shall be done in consultation with Lessee to insure compatibility and non-interference with the facilities Lessee wishes to install for its commercial purposes, and facilities installed by Lessee shall not interfere with the facilities installed by Lessor, provided Lessor has followed the procedures for notifying Lessee of such facilities as described in this paragraph. Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC, including applications for response stations pursuant to Section 74.939 of the Commission's rules. The parties acknowledge that, in anticipation of the Third Amendment, Lessor filed modification applications to relocate Stations KQT-47, KVQ-24, and KLC-85 to OFC, and that Lessee filed a modification application to relocate Station KQT-48 to OFC. The Parties shall use best efforts to implement the licenses as modified.

6. A new Paragraph 4(c) is added, as follows:

(c) Transmitter Site Access, Monitoring and Control Facilities. Lessee shall provide to appropriate Lessor personnel 24-hour access to the transmitter sites which serve Lessor receive sites for emergency repairs in accordance with Paragraph 2(b)(vii), so long as Lessor agrees to appropriate security precautions and procedures. Lessee shall provide to Lessor at Lessor's studio the necessary equipment and

connections to permit full-time remote monitoring and control of the Channels at the Headend and at Lessor's repeater station sites.

7. Paragraph 7 of the September 25, 1993 Agreement is deleted in its entirety and replaced by the following:

ITFS Channel Equipment. The Parties shall

dedicated exclusively to Lessor's transmissions at the Later Stage Boosters, excluding the equipment relocated from the Andover, Framingham and, if necessary, Great Blue Hill stations; but including the equipment at the Headend and all Boosters dedicated exclusively to Lessor's and also the incremental costs associated with Lessor's incremental use of backhaul point-to-point microwave equipment used to connect the First Stage and Later Stage Boosters back to the Headend (exclusive of the STL/TSL described in Paragraph 2(b)(viii) should Lessor develop such facilities). Where Lessee has decided to lease or install landline point-to-point facilities at locations desired by Lessor, Lessor shall pay the incremental costs associated with Lessor's use of such facilities. Except for Lessor's obligations to convert and install receive sites specified in Paragraph 2(b)(vi) as amended herein, Lessor shall be solely responsible for the cost and installation of end user-premises facilities used by Lessor in association with Lessee shall transfer ownership of all dedicated ITFS Equipment, specified in Exhibit 3 hereto and as amended from time to time as new facilities are installed, to Lessor, upon installation, except for equipment installed and in use at the time of execution of this Third Amendment. Upon such transfer of the dedicated ITFS Equipment, Lessor shall have the rights, benefits and obligations of ownership, including bearing any and all insurance costs, operating and maintenance costs and taxes associated with said

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ownership. The equipment identified on Exhibit 4 attached hereto, which is equipment common to other ITFS and MDS licensee/lessors operating from the Headend, and the Boosters (hereinafter "Common Equipment") shall be leased to Lessor for \$1.00 per year for a term coterminous with this Agreement and/or any renewal terms. Upon the termination of this Agreement and/or renewal terms, provided such termination is not due to Lessor's material breach or Lessor's voluntary termination or non-renewal for reason other than Lessee's Material Breach, Lessee shall take all reasonable and appropriate steps to insure that Lessor has continued access to the Common Equipment in place at the time of termination at non-profit fair market lease rates. Such steps shall include, but not be limited to, conditioning any sale or other alienation of the Common Equipment to a third party upon the third party agreeing to enter into a lease agreement with Lessor on non-profit fair market lease rates, along with other appropriate terms and conditions that insure continued access by Lessor to the Common Equipment.

8. Paragraph 9(b) is amended by replacing the second sentence with the following:

A Material Breach shall include, but not be limited to, failure of the Lessee to make any payment due under this Agreement for the Prudential Center lease or to Lessor; failure to be utilizing Lessor's channels as part of a wireless communications system within . . . of the execution of the Third Amendment to this Agreement; failure of the Lessee to construct in a timely fashion Lessor's modified facilities after obtaining authorization from the FCC; failure of the Lessor to comply with the rules, regulations and policies of the FCC, including the filing of all necessary applications and forms to maintain the FCC licenses for ITFS Channels.

9. The Initial Term of the Agreement shall be extended ten (10) years from the date of execution of this Third Amendment. Any renewal terms contemplated by Paragraph 1(b) in the Agreement shall become effective after the Initial Term defined above. Paragraph 5(c) of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following :

(c) On the tenth (10th) day following the end of each month, commencing either twelve (12) months from the execution of this Agreement (September 25, 1994), or when the Lessee's wireless cable system becomes operational in the Metropolitan area, whichever is sooner, the Lessee shall pay the Lessor monthly payments in consideration for Lessor's lease and capacity on its ITFS channels to Lessee.

10. Unless this Third Amendment specifically addresses and amends provisions in the Agreement, the remainder of the Agreement shall remain binding, valid and in effect.

11. The Amendment of September 29, 1995 is modified at Paragraph 2 to delete all but the first two sentences of the paragraph, and to add: Lessee shall establish and follow a Program Mission Statement consistent with this paragraph to govern the development and operation of its consumer video system on the Channels.

12. All capitalized terms used herein, unless otherwise defined, shall have the same meaning set forth in the Agreement.

13. This Third Amendment shall be binding upon and inure to the benefit of the Parties, their heirs, successors, executors or assigns.

14. The invalidity of any provision or provisions of this Third Amendment shall not affect the other provisions, excepting for Paragraph 8 of the Agreement as modified by Paragraph 2 of the September 29, 1995 Amendment and Paragraph 11 of this Third Amendment, and the Third Amendment shall be construed in all respects as if any invalid provisions were omitted.

15. This Third Amendment may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute a single and jointly executed instrument. Faxed signatures shall be deemed effective as an original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized agents or officers as of the day and year first above written.

ATTEST:

Karen A. Perruolo

BOSTON CATHOLIC TELEVISION CENTER,
INC.

By: Francis T. McFarland

Name: Francis T. McFarland

Title: Director

ATTEST:

Todd W. Marshall

COMMONWEALTH LICENSE, INC.

By: G. Stevens-Kittner

Gerald Stevens-Kittner
Senior Vice President

ATTEST:

Donna A. Bragg

COMMONWEALTH CHOICE TELEVISION,
INC.

By: G. Stevens-Kittner

Name: Gerald Stevens-Kittner

Title: Senior Vice-President

Boston, MA
B Group
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KYP23

EXCESS CAPACITY LEASE AGREEMENT

This Agreement, entered into on the 15th day of October, 1993, by Northeastern University, 360 Huntington Avenue, Boston, Massachusetts, 02115, as Lessor, and CAI Associates, Inc., a Connecticut corporation whose mailing address is P.O. Box 2232, Ballston Spa, New York 12020, as Lessee.

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") channels to lease excess capacity for non-ITFS uses, and

WHEREAS, Northeastern University ("Lessor") is the licensee of ITFS channels B1, B2, B3, and B4 assigned to the Boston, Massachusetts, metropolitan area (hereinafter "Metropolitan Area"), call sign KYP-23, and

WHEREAS Lessor is currently operating such facilities for the distribution of instructional programming, and has determined that excess capacity may exist under certain conditions after the fulfillment of its requirements for instructional programming airtime, and

WHEREAS, CAI Associates, Inc. ("Lessee") is in the business of providing channels for the distribution of television programming via microwave transmission, and

WHEREAS Lessee is desirous of leasing excess capacity on KYP-23 for use in conjunction with airtime on other ITFS and microwave channels as part of a commercial, television programming distribution system in the Metropolitan Area ("Lessee's System"), and

WHEREAS Lessor and Lessee recognize the importance to Lessor of maintaining the quality of its signal and its capacity to provide its instructional programming services, and

WHEREAS, Lessee and Lessor believe that the combination of Lessor's educational programming and Lessee's entertainment programming will be mutually advantageous and provide a significant benefit to the general public.

NOW, THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Initial Term and Renewal Terms.

(a) The term of this Agreement shall commence upon the date of its execution and shall extend until March 28, 1999, at 3:00 a.m. EST, the expiration date of Lessor's current FCC license for KYP-23 (hereinafter referred to as "Initial Term"), unless the Agreement is voluntarily terminated by written consent of both parties, or involuntarily terminated as provided in Paragraph 9 below. In the event that the FCC changes its policies regarding the terms for leases of excess capacity to allow such leases to extend for a full 10 years even if such term extends beyond the date of expiration of the ITFS operator's license, the parties agree to consult on whether to modify the Initial Term to extend a full ten years from the date of execution of this Agreement.

(b) Six months before the expiration of the Initial Term, Lessee and Lessor shall confer to negotiate the terms of one or more renewal terms ("Renewal Term") not to extend beyond 10 years in total. During the Initial Term, unless Lessee provides

Lessor with written consent to do so or unless Lessee has filed for bankruptcy or is no longer a going concern, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channels assigned to KYP-23 with any individual or entity other than Lessee, nor shall Lessor itself use the ITFS channels for a commercial, noneducational programming service.

(c) Lessee and Lessor shall use their best efforts to negotiate reasonable terms and conditions for one or more Renewal Term(s). If, after the six month period specified in subparagraph 1(b), the parties have not reached an agreement on reasonable terms and conditions for the Renewal Term(s), this Agreement shall terminate without further liability on the part of either party.

(d) If the parties are unable to reach an agreement to renew this lease pursuant to the foregoing subparagraph 1(c), then for a period of three years following the expiration of the Initial Term, Lessee shall have a right of first refusal to match the offer which contemplates the lease of excess capacity on KYP-23. Pursuant to the terms of this right of first refusal, Lessor shall notify Lessee in writing within thirty days of Lessor's receipt of a bona fide offer to lease excess capacity of the terms of such offer. Lessee shall then have twenty days from the date Lessor mails the written notification of the bona fide offer to advise Lessor in writing of its decision to match said offer. If Lessee does not so notify Lessor that it has decided to match said offer within such twenty days, then Lessee's right of first refusal shall be terminated, and Lessee shall have no further rights with respect to Lessor's facilities.

(e) It is understood by both parties that any Renewal Term(s) are conditioned on Lessor receiving a renewal of Lessor's ITFS license for KYP-23 from the FCC for the Metropolitan Area. In the event Lessor's license is not renewed, the parties will have no further liability to each other.

2. Lease of Excess Capacity.

(a) Lessor agrees to lease to Lessee all the "Excess Capacity," as defined in this paragraph, on the four (4) ITFS channels, as well as the applicable vertical blanking interval capacity during Lessee's use of Excess Capacity on the channels, for the term of this Agreement. Nothing in this Agreement shall allow one party to preclude delivery of the content of the vertical blanking interval to receivers of the other party's subscribers during the latter party's use of the channels. After the installation of digital compression technology, the parties shall consult on use vertical blanking interval capacity. All use of the response channels associated with Lessor's four main ITFS channels shall be retained by Lessor. For purposes of this Agreement, the time which Lessor deems available over and above the time utilized for Lessor's programming requirements shall be deemed "Excess Capacity," and available to Lessee for distribution of entertainment programming. Lessee recognizes that, initially, Excess Capacity may be limited, and that, throughout the term of this Agreement, it will be within Lessor's exclusive discretion to determine whether and when there is Excess Capacity available.

(b) Within ninety (90) days after the execution of this Agreement, Lessor shall notify Lessee in writing of the specific

airtime hours Lessor wishes to continue to utilize, and which hours shall be available to Lessee for Lessee's use. Thereafter, should Lessor wish to change the number of hours it utilizes, Lessor shall provide Lessee with ninety (90) days advance written notification of any modifications to the airtime schedule. Lessee recognizes that it is within Lessor's exclusive discretion to increase or decrease the available Excess Capacity based on Lessor's instructional programming requirements.

(c) To the extent permitted by the FCC, and so long as it does not result in the disruption of Lessor's programming, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms are commonly used in reference to the FCC's rules, regulations and policies governing ITFS facilities, in the dissemination of Lessor's programming over the subject channels. Under such circumstances, Lessor and Lessee agree that Lessor's programming shall be "addressable" in the same manner as Lessee's programming so as to avoid unauthorized distribution. Pursuant to Paragraph 4 below, Lessee agrees to bear all legal, technical, equipment, personnel and other expenses associated with the design, purchase, installation and maintenance of equipment required to employ "channel mapping" or "channel loading" with Lessor's ITFS facilities at both transmission and receive sites. Ownership and title in all facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's System.

(d) If and when digital compression technology becomes reasonably available, Lessor and Lessee agree to cooperate to file any necessary FCC applications, and/or make any other required modifications to Lessor's facilities to employ such technology. Prior to the filing of any such applications and/or to initiation of any such modifications, Lessor and Lessee shall consult on whether it is appropriate to install compression equipment for use with Lessor's ITFS facilities. If Lessor approves the installation of compression equipment, Lessee shall bear all costs required to employ compression technology as set forth below in Paragraph 4. Lessor and Lessee agree that 50% of the additional channel capacity (i.e., in excess of four channels) created by the employment of compression technology shall be considered "Excess Capacity" as defined above in Paragraph 2(a). The remaining 50% of the additional channel capacity shall be available to Lessor for ITFS programming. Ownership and title in all facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's System.

(e) In the event that Lessee uses any part of Lessor's ITFS channels for distribution of secondary transmission services (e.g., non-video telecommunications services, including but not limited to data, fax, voice, or paging services), Lessor and Lessee agree that Lessor shall have full access to and use of such services on Lessee's System at no charge to Lessor.

3. Integration of Lessor's Programming.

Lessee agrees to integrate Lessor's programming into the overall communications service offered to Lessee's subscribers, without cost to Lessor. This integration shall include, but not be limited to, distribution of Lessor's programming to Lessee's subscribers, listing Lessor's programming in any program guides distributed to subscribers, inclusion in advertising and promotional materials, and full attribution to Lessor as the source of the material. In addition, in the event that Lessee, or any entity affiliated with Lessee making use of Lessor's ITFS channels, obtains access to the use of telecommunications lines and/or other facilities of New England Telephone and/or Southern New England Telephone for distribution of commercial television programming, Lessee agrees to provide the equivalent of one programming channel on such telecommunications lines and/or other facilities for Lessor's exclusive use at no charge to Lessor.

4. Transmission and Receive Facilities.

(a) In the event Lessor and Lessee, in consultation with each other, decide that it would be mutually beneficial to modify Lessor's currently-authorized transmission facilities, all legal, technical, equipment, personnel and other expenses associated with such modification shall be borne by Lessee. In this regard, Lessee recognizes, however, that nothing in this Agreement shall be construed to give Lessee ultimate authority over Lessor's facilities. The expenses to be borne by Lessee include, but are not limited to, the costs associated with any change in the location of Lessor's currently-authorized transmission facilities

on the Prudential Building at the Prudential Center, Boston, Massachusetts, or the relocation of such facilities. Ownership and title in all facilities installed pursuant to this Paragraph 4 shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and, to the extent use of such facilities is required for Lessee's System, leased back to Lessee for \$1.00 per year. All equipment transferred to Lessor pursuant to this Agreement shall be transferred unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee.

(b) If and when Lessor and Lessee agree to install digital compression technology pursuant to paragraph 2(d) above, Lessee agrees to bear all legal, technical, equipment, personnel and other expenses associated with such installation. Such expenses to be borne by Lessee include, but are not limited to, the purchase costs of compression equipment, installation of such equipment, modifications to the Lessor's currently authorized facilities to accommodate compression equipment, and installation of converters at Lessor's receive sites for use of compression equipment. With Lessor's cooperation, Lessee agrees to arrange for modification of all equipment which Lessor uses to deliver its signal to Lessor's receive sites, and Lessee shall bear all costs for such modifications. Lessee also agrees to maintain such equipment throughout the term of this Agreement.

(c) Lessee agrees to purchase and install at its expense equipment to enable Lessor to transmit its programming to up to fifteen additional (15) receive locations identified by Lessor in

writing for the receipt of Lessor's ITFS programming. Lessor shall have the right to approve the equipment to be used to fulfill Lessee's obligation under this subparagraph. Ownership and title in all facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee.

(d) Lessee agrees that any and all receivers it installs for subscribers to its system shall be capable of receiving Lessor's programming at no additional cost to Lessor or to Lessor's subscribers.

(e) In order to implement the modifications to Lessor's facilities contemplated by this Agreement, Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC to secure construction permits for such modifications to its currently authorized facilities and subsequent licenses after good faith consultation between Lessor and Lessee. Nothing in this Agreement, however, shall preclude Lessor from applying for or installing modifications to its ITFS facilities without consulting Lessee to the extent Lessor deems necessary to maintain or improve its ITFS facilities in the normal course of their operations to the extent any such modification does not significantly impact the use of Lessor's facilities by Lessee pursuant to this Agreement.

(f) To the extent not otherwise expressly provided for in this Paragraph 4, Lessee, or its designee, shall purchase and

install such transmitters, transmission lines, antennas, receivers and studio-to-transmitter links as are required to operate the ITFS channels as contemplated by this Agreement in accordance with the provisions of Lessor's existing or future FCC authorizations.

(g) Lessor and Lessee agree that, due to the need to protect against disruption of Lessor's ongoing instructional programming, Lessor shall have the right to specify the timing of all equipment installations and testing of such equipment which are related to this Agreement.

(h) In recognition of Lessor's current status as a noncommercial entity and the benefits it receives in certain agreements with third-parties with respect to its ITFS facilities as a result of such noncommercial status, Lessee agrees to bear all increased costs incurred by Lessor arising from or related to the commercial use by Lessee of Lessor's ITFS facilities except any federal or state tax liability incurred by Lessor.

5. Compensation for Lease of Excess Capacity.

(a) Upon signing this Agreement, Lessee shall pay Lessor a signing fee of _____ per channel of Station KYP-23, i.e., _____ which fee shall be non-refundable, and, in addition, shall reimburse Lessor up to _____

for legal and other expenses related to this Agreement upon presentation by Lessor of an affidavit as to the amount of attorney fees and other expenses incurred by Lessor directly related to the negotiation of this Agreement.

[Financial Information redacted]

(b) On the tenth day following the end of each month ("the billing month") in which Lessee's System is in operation, Lessee shall pay Lessor monthly payments in consideration for Lessor's lease of capacity on its ITFS channels to Lessee. Lessee shall pay Lessor per "full-time channel" and "part-time channel" per subscriber to Lessee's system in the Metropolitan Area per month; provided, however, that regardless of the number of subscribers to Lessee's system, Lessee shall pay Lessor per month for the duration of this Agreement. In addition, for each "full-time channel" or for every two "part-time channels" made available to Lessee, Lessee shall increase the monthly minimum payments to Lessor by , up to a maximum of . For purposes of this paragraph, a "full-time channel" shall be any channel made available to Lessee for an average of 12 hours or more per day per week for the course of the month for which the number of subscribers is calculated, and a "part-time channel" shall be considered any channel made available to Lessee for an average of at least six but less than 12 hours per day per week for the course of the month for which the number of subscribers is calculated. For purposes of this subparagraph, Lessee's System shall be deemed to be "in operation" when it has commenced transmission of a commercial, multichannel television programming service to subscribers located within the Metropolitan Area.

(c) For purposes of computing the compensation due Lessor pursuant to Paragraph 5(b) above, the number of subscribers

for any billing month shall equal the number of subscribers current with respect to their payments for subscription to or use of Lessee's System as of the last day of the next previous month. However, subscriber payments due and owing to Lessor shall be adjusted accordingly when late paying subscribers make their payments for previously billed months. For purposes of the first payment due under this contract, the first month's number of subscribers shall form the basis for the computation. In those situations where programming is sold in bulk, i.e., where a number of viewing units are grouped for billing purposes, such as may be the case with hotels and certain apartment buildings, the number of equivalent subscribers shall be determined by dividing the total monthly revenues derived from such bulk billing units by Lessee's then prevailing monthly rate for the channels to individual subscribers in the Metropolitan Area.

(d) Lessee shall, along with each monthly payment, provide Lessor with a certificate signed by an executive officer of Lessee showing the number of subscribers current with respect to their payments for Lessee's system through the last day of the next previous month as well as the number of subscribers served during said month, together with other information reasonably requested by Lessor. Lessee shall not be liable for any good faith mistake of fact with respect to such certificates.

(e) In the event Lessee's system commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Lessor's right to payment) on a day other than the last day of a calendar month, the

subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

6. Right to Audit.

Upon written notice to Lessee at least ten (10) business days in advance, Lessor shall have the right to inspect or audit all records and accounts covered by this Agreement. Said inspection or audit may be conducted by Lessor or any other persons designated by Lessor. Lessor agrees to maintain the confidentiality of all information so obtained.

7. Purchase and Lease of ITFS Channel Equipment.

(a) All equipment purchased and installed by Lessee pursuant to this Agreement, including, but not limited to, all such equipment, computers, and programming software required to implement channel mapping, channel loading, and/or channel compression, shall be transferred by Lessee to Lessor for \$1.00, unrestricted by any pledge or other encumbrance of said equipment or otherwise attributable to Lessee or any affiliate of Lessee, in consideration of the Excess Capacity time made available to Lessee under this Agreement. Unless otherwise specified in this Agreement, all such equipment shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's system. During the term of this Agreement, Lessee agrees to bear all costs associated with maintaining and operating the Equipment installed by Lessee pursuant to this Agreement. In addition, Lessee agrees to maintain adequate

casualty and liability insurance to cover all equipment leased from Lessor for use in Lessee's system.

(b) Lessor agrees that all equipment installed by Lessee pursuant to this Agreement ownership and title in which is transferred to Lessor and leased to Lessee shall be utilized for both the transmission of Lessor's programming and/or for the benefit of Lessee's system. Lessor agrees not to pledge such equipment as security for a loan and/or not to sell such equipment without the express written consent of Lessee except as may be required by pre-existing loan agreements and/or the rules, regulations and policies of Northeastern University. Lessor and Lessee agree that the term of such equipment lease shall be co-terminous with the Initial Term and any Renewal Terms of this Excess Capacity Lease Agreement and that neither party may terminate the equipment lease while this Excess Capacity Lease Agreement is in full force and effect without the written consent of the other. The preceding sentence shall not preclude the parties from agreeing to replace or modify the leased equipment for the benefit of both parties pursuant to this Agreement.

8. Control Over Programming.

Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the leased channels. At the present time, it is believed that this programming will be supplied by one or more programming networks, such as Home Box Office, Showtime, The Movie Channel, ESPN, WTBS, WGN, Cable Network, etc. The parties recognize the difficulties inherent in

specifying exact standards in this Paragraph, but believe that good faith efforts on both sides can overcome whatever difference may arise. Lessor shall have the absolute right to deny Lessee the right to transmit on the leased channels any program which Lessor believes is inconsistent with Lessor's purpose or reputation in the community or with the laws of the United States or which would violate the rules, regulations and policies of the FCC. Furthermore, Lessee shall not use Lessor's channels for transmission of instructional programming originated by an entity other than Lessor without written approval of Lessor.

9. Transfer and Termination.

(a) This Agreement may be terminated by Lessee upon thirty (30) days written notice to Lessor in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement. Should such termination occur, Lessor shall be entitled to retain all equipment and materials then in use with the Lessor's facilities pursuant to Paragraph 7. There shall be a final accounting of monies due under this Agreement, and when completed, there shall be no further liability of one party to the other.

(b) Should either party be in "Material Breach" of this Agreement for the nonperformance of the obligations contained in this Agreement, this Agreement may be terminated by the nondefaulting party if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the nondefaulting party. A Material Breach shall include, but not be limited to, failure of the Lessee to make any payments to Lessor

due pursuant to Paragraph 5; failure of the Lessee to construct Lessor's modified facilities as authorized by the FCC in a timely manner; and failure of the Lessor to use its good faith efforts to comply with the rules, regulations and policies of the FCC applicable to KYP-23.

(c) Should Lessee decide to terminate this Agreement for any reason other than as provided in Paragraphs 9(a) and (b) above, Lessee shall first exert good faith efforts to find a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement. Lessor shall have the right to approve any substitute Lessee, and such approval shall not be unreasonably withheld. If, after nine months, during which Lessee shall remain obligated under this Agreement, Lessee shall be unable to locate a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement, Lessor shall have the option of agreeing to enter into a modified contract with substitute Lessee, or terminating this Agreement.

(d) Should Lessor decide to terminate, assign or transfer its obligations under this Agreement other than as provided in Paragraphs 9(a) and (b) above, Lessor shall first exert its good faith efforts to find a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement. If, after nine months, during which Lessor shall remain obligated under this Agreement, Lessor shall be unable to locate a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement, Lessee shall have the right to terminate this Agreement.

(e) Notwithstanding any other term of this Agreement, Lessor shall have the unconditional right to terminate this Agreement if Lessee's System is not operational within 24 months of the date of execution of this Agreement. For purposes of this subparagraph, Lessee's System shall be deemed "operational" when it has commenced transmission of a commercial, multichannel television programming service to subscribers located within the Metropolitan Area.

(f) Except as provided in subparagraphs 9(a-e) above, neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, the Lessor and/or Lessee may, without the consent of the other party, assign or transfer its rights and obligations under this Agreement to a subsidiary, partner or affiliate of Lessor or Lessee, respectively, provided that Lessor or Lessee shall remain primarily liable under this Agreement notwithstanding any such assignment or transfer. Both parties may subcontract any portion of their obligations under this Agreement to any partnership, joint venture, corporation or entity which the respective party may choose, provided that in the event of such subcontracting, the respective party shall remain liable to fulfill all of its obligations under this Agreement.

(g) Except as provided in subparagraphs 9(a-b and e) above, if either party decides to terminate, assign or transfer its rights, duties and obligations under this Agreement, that

party must provide ninety (90) days advance written notice, to the other party in accordance with Paragraph 13. The date the written notice is sent shall be the first to be counted in calculating the periods of time contemplated by Paragraphs 9(c-d).

10. Agreement to Defend.

(a) Lessee agrees, to the fullest extent permitted by law, to hold Lessor harmless and to indemnify and defend Lessor for all claims, demands, causes of action, loss, and judgments, including attorneys' fees (herein collectively "claims") arising out of this Agreement, unless such claim arose out of a negligent act or omission, or wrongful act of Lessor.

(b) Lessor shall pay any and all costs and expenses, including attorneys' fees, resulting from any negligent acts or omissions or wrongful acts by Lessor, its agents or employees with respect to use of the facilities for KYP-23 pursuant to this Agreement.

11. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to the adoption of a State law or action of any State oversight agency which prevents Lessor

under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of dependency of any such contingency which shall interfere with such performance.

12. Specific Performance.

The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the nondefaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notice.

Any notice to be given by Lessee to Lessor under any provision of this Agreement shall be by certified mail to

Professor Gerald Herman, Northeastern University, 360 Huntington Avenue, Boston, Massachusetts, 02115, with a copy to William D. Wallace, Crowell & Moring, 1001 Pennsylvania Avenue, N.W., Washington, D.C. 20004-2595, and by Lessor to Lessee by certified mail to Mr. Jared E. Abbruzzese, President, CAI Associates, Inc., P.O. Box 2232, Ballston Spa, New York 12020 with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006.

14. Severability.

Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall stay in effect and the parties agree to use their best efforts to negotiate a replacement article which is not invalid.

15. Venue and Interpretation.

Venue for any cause of action or arbitration by or between Lessor and Lessee shall be Massachusetts and all provisions of this Agreement shall be construed under the laws of Massachusetts except to the extent that the rules, regulations and policies of the FCC may be applicable for resolving any issue related to this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties.

17. Subsequent Changes in FCC Rules.

If, subsequent to the execution of this Agreement, the FCC amends its rules or policies governing any aspect of this Agreement, the parties shall amend this Agreement to bring it into conformance with such amended FCC rules or policies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1993.

ATTEST:

NORTHEASTERN UNIVERSITY

By: _____

"Lessor"

W.H. Bailey Associate University Counsel
CAI ASSOCIATES, INC.

ATTEST:

By: _____

"Lessee"

Witness

J. Hewes-Kittro

Witness

AMENDMENT

The Excess Capacity Lease Agreement ("Agreement") between Northeastern University and CAI Associates, Inc., dated October 15, 1993, is hereby amended to include the following:

A1. Throughout the term of this Agreement, Lessor shall have unrestricted access to a minimum of 20 hours per week for each of the four Station KYP-23 channels for distribution of Lessor's instructional programming. Moreover, Lessor and Lessee agree to preserve an additional 20 hours per existing channel per week as Lessor's "recapture time." Lessor may utilize such recapture time on ninety (90) days' written notice to Lessee as set forth in Paragraph 1(b). In the event the FCC amends its Rules to adopt new minimum per channel or per compressed or mapped channel programming requirements for ITFS licensees (47 C.F.R. § 74.931(e)(2)), the parties agree to conform this paragraph, if necessary, to comply with such minimum instructional use requirements. Other than establishing these weekly per channel minimum hours of airtime preserved for Lessor's use, this Paragraph A1 shall not be construed to modify the terms set forth in the Agreement.

A2. No term of this Agreement shall be construed to give to Lessor a right or to impose on Lessor an obligation to exercise any of its rights, benefits, duties or obligations under this

Agreement if its authorization for Station KYP-23 is assigned or transferred to an independent third party.

A3. The parties hereby acknowledge that Lessee CAI Associates, Inc. has changed its name to CAI Wireless Systems, Inc. effective November 12, 1993, and that this change in name reflects no change in ownership of Lessee and has no impact on Lessee's rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Excess Capacity Lease Agreement this 10th day of December, 1993.

ATTEST:

NORTHEASTERN UNIVERSITY

James S. Sirella
Witness

By: *John A. Curry*
"Lessor"

ATTEST:

CAI WIRELESS SYSTEMS, INC.
(formerly CAI Associates, Inc.)

Witness

By: _____
"Lessee"

AMENDMENT

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A1. Throughout the term of this Agreement, Lessor shall have unrestricted access to a minimum of 20 hours per week for each of the four Station KYP-23 channels for distribution of Lessor's instructional programming. Moreover, Lessor and Lessee agree to preserve an additional 20 hours per existing channel per week as Lessor's "recapture time." Lessor may utilize such recapture time on ninety (90) days' written notice to Lessee as set forth in Paragraph 1(b). In the event the FCC amends its Rules to adopt new minimum per channel or per compressed or mapped channel programming requirements for ITFS licensees (47 C.F.R.

74.931(e)(2)), the parties agree to conform this paragraph, if necessary, to comply with such minimum instructional use requirements. Other than establishing these weekly per channel minimum hours of airtime preserved for Lessor's use, this Paragraph A1 shall not be construed to modify the terms set forth in the Agreement.

A2. No term of this Agreement shall be construed to give to Lessor a right or to impose on Lessor an obligation to exercise any of its rights, benefits, duties or obligations under this

Agreement if its authorization for Station KYP-23 is assigned or transferred to an independent third party.

A3. The parties hereby acknowledge that Lessee CAI Associates, Inc. has changed its name to CAI Wireless Systems, Inc. effective November 12, 1993, and that this change in name reflects no change in ownership of Lessee and has no impact on Lessee's rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Excess Capacity Lease Agreement this ____ day of _____, 1993.

ATTEST:

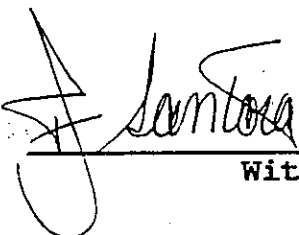
NORTHEASTERN UNIVERSITY

Witness

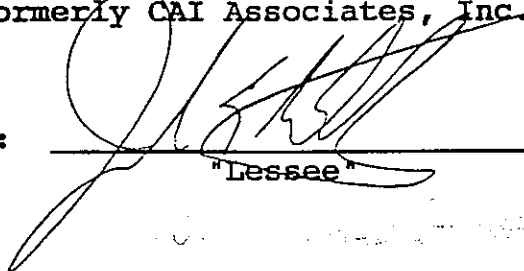
By: _____
"Lessor"

ATTEST:

CAI WIRELESS SYSTEMS, INC.
(formerly CAI Associates, Inc.)



Witness

By: 

"Lessee"

Boston, MA

C1

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WHR758

EXCESS CAPACITY LEASE AGREEMENT

This Agreement, entered into on the 12th day of April,
RAS 5 1997, by Emerson College, Boston, Massachusetts, as Lessor, and
Atlantic Microsystems, Inc., a Connecticut corporation, as Lessee.

WHEREAS, the Federal Communications Commission ("FCC") has
authorized licensees of Instructional Television Fixed Service
("ITFS") channels to lease excess capacity for non-ITFS uses; and

WHEREAS, Lessor is the licensee of ITFS channel C1 assigned to
the Boston, Massachusetts metropolitan area (hereinafter
"Metropolitan Area"), call sign WHR-758; and

WHEREAS, Lessor is currently operating such facilities for the
distribution of instructional programming, and has determined that
excess capacity may exist under certain conditions after the
fulfillment of its requirements for instructional programming
airtime; and

WHEREAS, Lessor desires to secure additional authorizations
from the FCC to construct and operate ITFS facilities in
Massachusetts, including, but not limited to the areas of Boston,
Springfield, Worcester, Danvers, Framingham, Milton, and Andover;
and

WHEREAS, Lessor contemplates that excess airtime will be
available on any additional ITFS channels in Massachusetts for
which Lessor is granted an FCC license; and

WHEREAS, Lessee is in the business of providing channels for
the distribution of television programming via microwave
transmission; and

WHEREAS, Lessee is desirous of leasing excess capacity on WHR-758 and additional ITFS channels in Massachusetts for which Lessor is granted an FCC license for use in conjunction with airtime on other ITFS and microwave channels as part of a commercial, television programming distribution system in the Metropolitan Area ("Lessee's System"); and

WHEREAS, Lessor and Lessee recognize the importance to Lessor of maintaining the quality of its signal and its capacity to provide its instructional programming services; and

WHEREAS, Lessee and Lessor believe that the combination of Lessor's educational programming and Lessee's entertainment programming will be mutually advantageous and provide a significant benefit to the general public.

NOW, THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Initial Term and Renewal Terms.

(a) The term of this Agreement shall commence upon the date of its execution and shall extend for a period of ten (10) years calculated from the date of commencement of Lessee's service to wireless cable subscribers in the Metropolitan Area (hereinafter "Initial Term").

(b) Six months before the expiration of the Initial Term, Lessee and Lessor shall confer to negotiate the terms of one or more renewal terms ("Renewal Term(s)"). During the Initial Term, unless (a) Lessee provides Lessor with written consent to do so, which consent shall not be unreasonably withheld; (b) Lessee

has filed for bankruptcy or is no longer a going concern; or (c) an event of default has occurred pursuant to Section 10(b) hereunder, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channel assigned to WHR-758 or any additional ITFS channels licensed to Lessor pursuant to Paragraph 2 hereto with any individual or entity other than Lessee, nor shall Lessor itself use the ITFS channels for a commercial, non-educational programming service.

(c) Lessee and Lessor shall use their best efforts to negotiate reasonable terms and conditions for one or more Renewal Term(s). If, after the six month period specified in subparagraph 1(b), the parties have not reached an agreement on reasonable terms and conditions for the Renewal Term(s), this Agreement shall terminate without further liability on the part of either party.

(d) If the parties are unable to reach an agreement to renew this Lease pursuant to the foregoing subparagraph 1(c), then for a period of three years following the expiration of the Initial Term, Lessee shall have a right of first refusal to match any offer which contemplates the lease of excess capacity on WHR-758 or any additional ITFS channels licensed to Lessor pursuant to Paragraph 2 hereto. Pursuant to the terms of this right of first refusal, Lessor shall notify Lessee in writing within thirty days of Lessor's receipt of a bona fide offer to lease excess capacity of the terms of such offer. Lessee shall then have twenty (20) days from the date Lessor mails the written notification of the bona fide offer to advise Lessor in writing of its decision to match said offer. If Lessee does not so notify Lessor that it has

decided to match said offer within such twenty days, then Lessee's right of first refusal shall be terminated, and Lessee shall have no further rights with respect to Lessor's facilities.

(e) It is understood by both parties that any Renewal Term(s) are conditioned on Lessor receiving a renewal of Lessor's ITFS license for WHR-758 from the FCC for the Metropolitan Area. Lessor shall file with the FCC an application for renewal of the license for station WHR-758 no later than April 1, 1996. In the event Lessor's license is not renewed, the parties will have no further liability to each other upon the expiration of Lessor's ITFS license.

2. Filing of New ITFS Applications.

(a) Lessor agrees to submit applications to the FCC seeking authority to operate additional ITFS channels in Massachusetts as designated by Lessee. Lessee will assist the Lessor in preparing the necessary applications, and pay all application preparation expenses. Lessor and Lessee shall cooperate in filing any petitions, protests, waivers or other documents needed to secure any of the FCC approvals required to obtain licenses for such additional ITFS channels.

(b) Lessee and Lessor will use their best efforts to obtain and keep in force all licenses, constructions permits and other authorizations required for the use of such additional ITFS channels, while this Agreement is in effect. Lessor will not return any of the required authorizations to the FCC for cancellation, without first receiving written consent from Lessee. Each party shall promptly notify the other about any event or fact

that may have a significant impact upon the licenses for such additional ITFS channels or upon this Agreement.

3. Lease of Excess Capacity.

(a) Lessor agrees to lease to Lessee all the Excess Capacity, as defined in this paragraph, on the ITFS channel assigned to WHR-758 and any additional ITFS channels licensed to Lessor pursuant to Paragraph 2 hereto, as well as the applicable vertical blanking interval capacity during Lessee's use of Excess Capacity on the channels, for the term of this Agreement. Nothing in this Agreement shall allow one party to preclude delivery of the content of the vertical blanking interval to receivers of the other party's subscribers during the latter party's use of the channels. After the installation of digital compression technology, the parties shall consult with each other on the use of vertical blanking interval capacity. Lessor reserves the right to have reasonable access to the vertical blanking interval capacity as may be necessary to meet Lessor's operational needs. For purposes of this Agreement, the time over and above the time utilized for Lessor's programming requirements shall be deemed "Excess Capacity," and available to Lessee for distribution of entertainment programming. Both parties recognize, at a minimum, Lessor shall have unrestricted access to a minimum of twenty (20) hours per week per channel on all ITFS channels covered by this Agreement, with a right to preserve an additional twenty (20) hours per week per channel of the capacity assigned to WHR-758. In addition, Lessor preserves for itself for any expanded ITFS programming, an additional forty (40) hours per channel per week on

any additional ITFS channels licensed to Lessor pursuant to Paragraph 2 hereto. (Such time is referred to herein as "Lessor's Preserved Time".) Lessor may utilize such additional twenty (20) hours per week per channel of the capacity assigned to WHR-758 or Lessor's Preserved Time upon ninety (90) days' advance written notice to Lessee.

(b) Within ninety (90) days after the execution of this Agreement, Lessor shall notify Lessee in writing of the specific airtime hours Lessor wishes to utilize, and which hours shall be available to Lessee for Lessee's use. Thereafter, should Lessor wish to change the number of hours it utilizes, Lessor shall provide Lessee with ninety (90) days advance written notification of any modifications to the airtime schedule.

(c) To the extent permitted by the FCC, and so long as it does not result in the disruption of Lessor's programming, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms are commonly used in reference to the FCC's rules, regulations and policies governing ITFS facilities, in the dissemination of Lessor's programming over the subject channels. Under such circumstances, Lessor and Lessee agree that Lessor's programming shall be "addressable" in the same manner as Lessee's programming so as to avoid unauthorized distribution. Pursuant to Paragraph 5 below, Lessee agrees to bear all legal, technical, equipment, personnel and other expenses associated with the design, purchase, installation and maintenance of equipment required to employ "channel mapping" or "channel loading" with Lessor's ITFS facilities at both transmission and

receive sites. Ownership and title in all analog facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's System.

(d) If and when digital compression technology becomes reasonably available, Lessor and Lessee agree to cooperate to file any necessary FCC applications, and/or make any other required modifications to Lessor's facilities to employ such technology. Prior to the filing of any such applications and/or to initiation of any such modifications, Lessor and Lessee shall consult on whether it is appropriate to install compression equipment for use with Lessor's ITFS facilities. If Lessor approves the installation of compression equipment, Lessee shall bear all costs required to employ compression technology as set forth below in Paragraph 5. Lessor and Lessee agree that 75 percent of the additional channel capacity (i.e., in excess of the channel assigned to WHR-758 or any additional channels licensed to Lessor pursuant to Paragraph 2 hereto) created by the employment of compression technology shall be considered "Excess Capacity" as defined above in Paragraph 3(a). The remaining 25 percent of the additional channel capacity shall be available to Lessor for ITFS programming.

(d) In the event that Lessee uses any part of Lessor's ITFS channels for distribution of secondary transmission services (e.g., non-video telecommunications services, including but not limited to data, fax, voice, or paging services), Lessor and Lessee

agree that Lessor shall have full access to and use of such services on Lessee's System at no charge to Lessor.

4. Integration of Lessor's Programming.

If Lessor so requests in writing, Lessee agrees to integrate Lessor's programming into the overall communications service offered to Lessee's subscribers, without cost to Lessor. This integration shall include, but not be limited to, distribution of Lessor's programming to Lessee's subscribers, listing Lessor's programming in any program guide distributed to subscribers, inclusion in advertising and promotional materials, and full attribution to Lessor as the source of the material. In addition, in the event that Lessee, or any entity affiliated with Lessee making use of Lessor's ITFS channels, obtains access to the use of telecommunications lines and/or other facilities of Nynex and/or Southern New England Telephone for distribution of commercial television programming, Lessee agrees to provide the equivalent of one programming channel on such telecommunications lines and/or other facilities for Lessor's exclusive use at no charge to Lessor.

5. Transmission and Receive Facilities.

(a) Upon FCC grant of the applications filed pursuant to Paragraph 2 hereto, by Final Order, Lessee or its designee, within a reasonable period of time (and in any case no more than 18 months from said FCC grant), shall commence and complete construction of the ITFS channel transmission facilities in accordance with said FCC authorizations. At its expense, Lessee or its designee, shall design, engineer, purchase and install such transmitters, transmission lines, antenna, and receivers as are required to

operate the ITFS channels in accordance with the provisions of such authorization(s). Ownership and title in all analog equipment so used in said construction shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor, and to the extent use of such facilities are required for Lessee's system, leased back to Lessee for \$1.00 per year, it being understood that Lessor's provision of the airtime at the rates provided under this Agreement is a major consideration for Lessee's lease of the equipment to Lessor. Lessee shall be required to pay all taxes and other charges assessed against the equipment without cost to or reimbursement by Lessor, and Lessee shall be entitled to claim depreciation and investment tax credits thereunto for income tax purposes. Lessee shall be required to bear all costs associated with maintaining, upgrading and operating the leased equipment. All analog equipment transferred to Lessor pursuant to this Agreement shall be transferred unrestricted by any pledge or other encumbrance of said equipment or otherwise attributable to Lessee or any affiliate of Lessee.

(b) Lessor agrees to change the transmission point specified in its application or FCC authorization to any location requested by Lessee from which Lessor's specified and protected ITFS receive sites will be served, and, in such event, to file with the FCC any necessary and permissible amendment to the application(s) for the channels or any necessary or permissible modification application or notification consistent with the FCC's rules. Lessee shall pay for Lessor's actual costs and expenses, including legal and engineering fees, incurred by Lessor to

prepare, file and prosecute such amendment, application, or notification, provided that Lessee has approved the amount of such expenses in writing prior to their having been incurred by Lessor and Lessor has provided Lessee with satisfactory documentation of such expenses.

(c) Upon execution of this Agreement, Lessee shall, in consultation with Lessor, collocate the transmission point for provision of the services contemplated by this Agreement with the MMDS and/or other facilities Lessee operates under lease agreement in Lessor's designated market. At Lessee's expense, Lessor shall prepare and file with the FCC any appropriate applications or amendments to previously filed applications, to secure a license to operate ITFS channels from said locations. Lessee will provide all legal and/or engineering personnel for such purpose or will have the right to approve any expenses incurred by Lessor in advance of Lessor incurring such expenses. If, upon Lessor's application, the FCC directs Lessor to amend, revise or modify its application, and/or the terms of this Agreement to comply with the FCC's rules or policies, Lessor and Lessee shall cooperate to mutually agree upon such changes and Lessor will expeditiously amend its application.

(d) Lessee shall provide, at its sole cost and expense, suitable space at the transmission point for ITFS channel antenna(e) and transmitters, and TVRO satellite antenna(e). Lessor shall, where possible, collocate its production facility with Lessee's production facility. In the event that Lessee's production facility cannot be collocated with the transmission

point, Lessee shall arrange for the transmission of programs from its facility to the antennae. However, if requested by Lessee, Lessor will apply for and obtain the FCC authorization necessary for a sufficient number of microwave point-to-point studio-to-transmitter links (STLs) for such purpose. Upon receipt of such authorizations, the Lessee, at Lessee's expense, will design, obtain and install the equipment necessary for such STLs. Such equipment will become part of the leased equipment. Such STLs will be available for use by Lessee for any purpose, including, but not limited to, the transmission of data.

(e) If Lessee so requests, Lessor will file an amendment to its application for the ITFS channels or a license modification application with the FCC seeking authority to increase the output power of the ITFS channels to a higher level requested by Lessee, provided that such higher level will not be reasonably anticipated to cause harmful electrical interference to any other radio transmission facility for which an application has previously been accepted by the FCC or authorization granted by the FCC, and which is entitled to protection from such interference under FCC rules. In the event that said authorization for power increase is obtained, Lessee, at its sole expense, shall provide and install appropriate amplifiers and related equipment in order to effect said power increase and such amplifiers and equipment shall thereupon become part of the leased equipment. Lessee shall arrange for and pay for all costs, including legal and engineering fees associated with said application and power increase.

(f) In the event Lessor and Lessee, in consultation with each other, decide that it would be mutually beneficial to modify Lessor's currently-authorized transmission facilities, all legal, technical, equipment, personnel and other expenses associated with such modification shall be borne by Lessee. In this regard, Lessee recognizes, however, that nothing in this Agreement shall be construed to give Lessee ultimate authority over Lessor's facilities. The expenses to be borne by Lessee include, but are not limited to, the costs associated with any change in the location of Lessor's currently-authorized transmission facilities. Ownership and title in all facilities installed pursuant to this Paragraph 5 shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and, to the extent use of such facilities is required for Lessee's System, leased back to Lessee for \$1.00 per year. All analog equipment transferred to Lessor pursuant to this Agreement shall be transferred unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee; and, at the time of any such transfer, Lessee will so represent and warrant to Lessor, and reimburse Lessor for the cost of any lien search Lessor undertakes in order to verify the absence of any such pledge or encumbrance.

(g) If and when Lessor and Lessee agree to install digital compression technology pursuant to Paragraph 3(d) above, Lessee agrees to bear all legal, technical, equipment, personnel and other expenses associated with such installation. Such expenses to be borne by Lessee include, but are not limited to, the

purchase costs of compression equipment, installation of such equipment, modifications to Lessor's currently authorized facilities to accommodate compression equipment, and installation of converters at Lessor's receive sites for use of compression equipment. With Lessor's cooperation, Lessee agrees to arrange for modification of all equipment which Lessor uses to deliver its signal to Lessor's receive sites, and Lessee shall bear all costs for such modifications. Lessee also agrees to maintain such equipment throughout the term of this Agreement.

(h) Lessee agrees to purchase and install at its expense equipment to enable Lessor to transmit its programming to up to twenty (20) additional receive locations identified by Lessor in writing for the receipt of Lessor's ITFS programming. Lessor shall have the right to approve the equipment to be used to fulfill Lessee's obligation under this subparagraph. Ownership and title in all facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee.

(i) Lessee agrees that any and all receivers it installs for subscribers to its system shall be capable of receiving Lessor's programming at no additional cost to Lessor or to Lessor's subscribers, and that Lessor may receive and monitor all of Lessee's entertainment programming at key Lessor locations for technical monitoring and measurement purposes.

(j) In order to implement the modifications to Lessor's facilities contemplated by this Agreement, Lessor, with the

financial and technical assistance of Lessee, shall file appropriate applications with the FCC to secure construction permits for such modifications to its currently authorized facilities and subsequent licenses after good faith consultation between Lessor and Lessee. Nothing in this Agreement, however, shall preclude Lessor from applying for or installing modifications to its ITFS facilities, after reasonable consultation with Lessee, to the extent Lessor deems necessary to maintain or improve its ITFS facilities in the normal course of their operations to the extent any such modification does not significantly impact the use of Lessor's facilities by Lessee pursuant to this Agreement.

(k) To the extent not otherwise expressly provided for in this Paragraph 5, Lessee, or its designee, shall purchase and install such transmitters, transmission lines, antennas, receivers and studio-to-transmitter links as are required to operate the ITFS channels as contemplated by this Agreement in accordance with the provisions of Lessor's existing or future FCC authorizations.

(l) Lessor and Lessee agree that, due to the need to protect against disruption of Lessor's ongoing instructional programming, Lessor shall have the right to specify the timing of all equipment installations and testing of such equipment which are related to this Agreement.

(m) In recognition of Lessor's current status as a noncommercial entity and the benefits it receives in certain agreements with third-parties with respect to its ITFS facilities as a result of such noncommercial status, Lessee agrees to bear all increased costs incurred by Lessor arising from or related to the

commercial use by Lessee of Lessor's ITFS facilities, except with respect to any federal or state unrelated business income tax claim or liability incurred by Lessor.

6. Compensation for Lease of Excess Capacity.

(a) Upon signing this Agreement, Lessee shall pay Lessor a signing fee of [REDACTED] (\$ [REDACTED]) to be paid in two equal installments of [REDACTED] (\$ [REDACTED]) each. The first installment shall be paid upon execution of this Agreement by both Parties. The second installment shall be paid within thirty (30) days after the first installment. Within sixty (60) days of the second installment, Lessee shall pay Lessor an additional [REDACTED] (\$ [REDACTED]). Such fees shall be non-refundable, unless Lessor materially breaches or voluntarily terminates this Agreement without finding a substitute lessor, pursuant to Paragraph 10(d) below, within three years of the date of execution.

(b) On the tenth day following the end of each month ("the billing month") in which Lessee's System is in operation, Lessee shall pay Lessor monthly payments in consideration for Lessor's lease of capacity on its ITFS channels to Lessee. For the use of channel C1 assigned to WHR-758, Lessee shall pay Lessor [REDACTED] per "full-time channel" per subscriber to Lessee's system in the Metropolitan Area per month; provided, however, that regardless of the number of subscribers to Lessee's system, Lessee shall pay Lessor a minimum of [REDACTED] (\$ [REDACTED]) per month for the duration of this Agreement for each month that Lessee has the use of Lessor's C1 channel on a "full-time" basis. In recognition

of the benefits that Lessor receives through Lessee's assistance in obtaining licenses for additional ITFS channels, Lessee shall pay Lessor monthly per "full-time channel" per subscriber to Lessee's system (other than channel C1 assigned to WHR-758), for which Lessor receives a license pursuant to Paragraph 2 hereto, seventy-five percent (75%) of the average amount which Lessee pays for other ITFS channels in the Boston area. For purposes of this paragraph, "full-time" shall be the use by Lessee of Lessor's C1 channel or additional ITFS channels for an average of 16 hours or more per day per week for the course of the month for which the number of subscribers is calculated. For purposes of this subparagraph, Lessee's System shall be deemed to be "in operation" when it has commenced transmission of a commercial, multichannel television programming service to subscribers located within the Metropolitan Area. If Lessee's System is not in operation within twelve (12) months from the date of execution of this Agreement, Lessee shall nevertheless commence making minimum payments of [REDACTED] (\$ [REDACTED] per month until such time as Lessee's System commences operation, at which time the minimum payments shall increase to [REDACTED] (\$ [REDACTED] per month.

(c) For purposes of computing the compensation due Lessor pursuant to Paragraph 6(b) above, the number of subscribers for any billing month shall equal the number of subscribers current with respect to their payments for subscription to or use of Lessee's System as of the last day of the next previous month. However, subscriber payments due and owing to Lessor shall be adjusted accordingly when late paying subscribers make their

payments for previously billed months. For purposes of the first payment due under this contract, the first month's number of subscribers shall form the basis for the computation. In those situations where programming is sold in bulk, i.e., where a number of viewing units are grouped for billing purposes, such as may be the case with hotels and certain apartment buildings, the number of equivalent subscribers shall be determined by dividing the total monthly revenues derived from such bulk billing units by Lessee's then prevailing monthly rate for the channels to individual subscribers in the Metropolitan Area.

(d) Lessee shall, along with each monthly payment, provide Lessor with a certificate signed by an executive officer of Lessee showing the number of subscribers current with respect to their payments for Lessee's system through the last day of the next previous month as well as the number of subscribers served during said month, together with other information reasonably requested by Lessor. Lessee shall not be liable for any good faith mistake of fact with respect to such certificates.

(e) In the event Lessee's system commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Lessor's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

7. Right to Audit.

Upon written notice to Lessee at least ten (10) business days in advance, Lessor shall have the right to inspect or audit all

records and accounts covered by this Agreement. Said inspection or audit may be conducted by Lessor or any other persons designated by Lessor. Lessor agrees to maintain the confidentiality of all information so obtained.

8. Purchase and Lease of ITFS Channel Equipment.

(a) All analog equipment purchased and installed by Lessee pursuant to this Agreement, including, but not limited to, all such equipment, computers, and programming software required to implement channel mapping, and/or channel loading, and/or channel compression, shall be transferred by Lessee to Lessor for \$1.00, unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee, in consideration of the Excess Capacity time made available to Lessee under this Agreement. Unless otherwise specified in this Agreement, all such equipment shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's system. During the term of this Agreement, Lessee agrees to bear all costs associated with maintaining and operating the Equipment installed by Lessee pursuant to this Agreement. In addition, Lessee agrees to maintain adequate casualty and liability insurance to cover all equipment leased from Lessor for use in Lessee's system.

(b) Lessor agrees that all equipment installed by Lessee pursuant to this Agreement, ownership and title in which is transferred to Lessor and leased to Lessee, shall be utilized for both the transmission of Lessor's programming and/or for the

benefit of Lessee's system. Lessor agrees not to pledge such equipment as security for a loan and/or not to sell such equipment without the express written consent of Lessee. Lessor and Lessee agree that the term of such equipment lease shall be co-terminus with the Initial Term and any Renewal Terms of this Excess Capacity Lease Agreement and that neither party may terminate the equipment lease while this Excess Capacity Lease Agreement is in full force and effect without the written consent of the other. The preceding sentence shall not preclude the parties from agreeing to replace or modify the leased equipment for the benefit of both parties pursuant to this Agreement.

9. Control Over Programming.

Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the leased channels. At the present time, it is believed that this programming will be supplied by one or more programming networks, such as Home Box Office, Showtime, The Movie Channel, ESPN, WTBS, WGN, Cable Network, etc. The parties recognize the difficulties inherent in specifying exact standards in this paragraph, but believe that good faith efforts on both sides can overcome whatever difference may arise. Lessor shall have the absolute right to deny Lessee the right to transmit on the leased channels any program which Lessor believes is inconsistent with Lessor's purpose or reputation in the community or with the laws of the United States, or which would violate the rules, regulations and policies of the FCC. Furthermore, Lessee shall not use Lessor's channels for transmission of instructional

programming originated by an entity other than Lessor without written approval of Lessor.

10. Transfer and Termination.

(a) This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement. Should such termination occur, Lessor shall be entitled to retain all equipment and materials then in use with the Lessor's facilities pursuant to Paragraph 8. There shall be a final accounting of monies due under this Agreement, and when completed, there shall be no further liability of one party to the other.

(b) Should either party be in "Material Breach" of this Agreement for the nonperformance of the obligations contained in this Agreement, this Agreement may be terminated by the nondefaulting party if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the nondefaulting party. A Material Breach shall include, but not be limited to, (i) failure of Lessee to make any payments to Lessor due pursuant to Paragraph 6; (ii) failure of Lessee to construct Lessor's modified facilities as authorized by the FCC in a timely manner; (iii) failure of Lessor to use its good faith efforts to comply with the rules, regulations and policies of the FCC applicable to WHR-758 or any additional ITFS applications filed pursuant to Paragraph 2 hereto; (iv) if Lessee shall fail to perform or observe any of Lessee's other covenants herein and such failure shall continue for 30 days after Lessor gives Lessee

written notice of such failure, or for more than the amount of time specified by Lessor in situations where more than 30 days may be required to correct such failure, provided Lessee promptly begins such correction after Lessor gives written notice of such failure and Lessee diligently prosecutes the correction to completion; (v) if any assignment shall be made of Lessee's property for the benefit of creditors; (vi) if a receiver, guardian, conservator, or similar officer shall be appointed to take charge of all or any part of Lessee's property by a court of competent jurisdiction; or (vii) if a petition or proceeding is filed against Lessee by others (and not stayed or dismissed within 15 days) or is filed by Lessee, or an order for relief is entered with respect to Lessee under any provision of the federal Bankruptcy Code, 11 U.S.C. Sections 101 et seq., or any similar provisions of any future federal bankruptcy law.

(c) Should Lessee decide to terminate this Agreement for any reason other than as provided in Paragraphs 10(a) and (b) above, Lessee shall first exert good faith efforts to find a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement, subject to the approval of Lessor, and such approval shall not be unreasonably withheld. If no substitute Lessee is found, Lessee, unless Lessor consents to relieve Lessee of its obligations under this Agreement, shall remain obligated for one year following Lessee's notice to Lessor of its intent to terminate this Agreement. In addition, in the event that a substitute Lessee is not found, Lessor will pay any

FCC-related costs associated with the relocation of the transmitter site, should Lessor decide to relocate such site.

(d) Should Lessor decide to terminate, assign or transfer its obligations under this Agreement other than as provided in Paragraphs 10(a) and (b) above, Lessor shall first exert its good faith efforts to find a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement. If, after nine months, during which Lessor shall remain obligated under this Agreement, Lessor shall be unable to locate a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement, Lessee shall have the right to terminate this Agreement.

(e) Notwithstanding any other term of this Agreement, Lessor shall have the unconditional right to terminate this Agreement if Lessee's System is not operational within 24 months of the date of execution of this Agreement. For purposes of this subparagraph, Lessee's System shall be deemed "operational" when it has commenced transmission of a commercial, multichannel television programming service to subscribers located within the Metropolitan Area.

(f) Except as provided in subparagraphs 10(a-e) above, neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, the Lessor and/or Lessee may, without the consent of the other party, assign or transfer its rights and obligations under this Agreement to a

subsidiary, partner or affiliate of Lessor or Lessee, respectively, provided that Lessor or Lessee shall remain primarily liable under this Agreement notwithstanding any such assignment or transfer. Both parties may subcontract any portion of their obligations under this Agreement to any partnership, joint venture, corporation or entity which the respective party may choose, provided that in the event of such subcontracting, the respective party shall remain liable to fulfill all of its obligations under this Agreement.

(g) Except as provided in subparagraphs 10(a-b and e) above, if either party decides to terminate, assign or transfer its rights, duties and obligations under this Agreement, that party must provide ninety (90) days advance written notice, to the other party in accordance with Paragraph 14. The date the written notice is sent shall be the first to be counted in calculating the periods of time contemplated by Paragraphs 10(c-d).

11. Agreement to Defend.

(a) Lessee agrees, to the fullest extent permitted by law, except with respect to any federal or state unrelated business income tax claim or liability incurred by Lessor, to hold Lessor harmless, and to indemnify and defend Lessor and to pay any and all costs and expenses for all claims, demands, causes of action, losses, and judgments, including attorneys' fees (herein collectively "claims") arising out of this Agreement, unless such claim arose in whole or in part out of a negligent act or omission, or wrongful act of Lessor. In that event, to the extent of its proportional fault, (b) Lessor shall pay any and all costs and expenses, including attorneys' fees, resulting from any negligent

acts or omissions or wrongful acts by Lessor, its agents or employees arising out of this Agreement, including, but not limited to, those with respect to use of the facilities for WHR-758.

(b) Upon the expiration or termination of this Lease Agreement, this covenant shall continue in full force and effect with regard to matters and events occurring or arising prior to the expiration or termination of this Lease Agreement.

12. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to, the adoption of a State law or action of any State oversight agency, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of dependency of any such contingency which shall interfere with such performance.

13. Specific Performance.

The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and

the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the nondefaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

14. Notice.

Any notice to be given by Lessee to Lessor under any provision of this Agreement shall be by certified mail to Dr. Robert A. Silverman, Vice President for Administration and Finance, Emerson College, 100 Beacon Street, Boston, Massachusetts 02116; and by Lessor to Lessee by certified mail to Mr. Jared E. Abbruzzese, President, CAI Wireless Systems, Inc., 12 Corporate Woods Drive, Suite 102, Albany, New York 12211 with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006.

15. Severability.

Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall

stay in effect and the parties agree to use their best efforts to negotiate a replacement article which is not invalid.

16. Venue and Interpretation.

Venue for any cause of action or arbitration by or between Lessor and Lessee shall be Massachusetts and all provisions of this Agreement shall be construed under the laws of Massachusetts except to the extent that the rules, regulations and policies of the FCC may be applicable for resolving any issue related to this Agreement.

17. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties.

18. Subsequent Changes in FCC Rules.

If, subsequent to the execution of this Agreement, the FCC amends its rules or policies governing any aspect of this Agreement, the parties shall amend this Agreement to bring it into conformance with such amended FCC rules or policies.

19. Insurance and Security Deposit.

Lessee shall maintain in full force and effect liability insurance in an amount no less than \$1,000,000/2,000,000 for bodily injury and \$300,000 for property damage, naming Lessor and Lessee as insureds. Lessee shall maintain such other kinds and amounts of insurance as Lessor may reasonably require. The insurance policy or policies shall not be cancelable except upon the insurer's 30 days' prior written notice to Lessor and shall be in full form and

substance subject to Lessor's satisfaction. Lessee shall furnish Lessor annually an insurance certificate showing Lessor as an additional insured and coverages in accordance with the provisions of this paragraph.

Within ten (10) business days of the execution of this Agreement, Lessee shall purchase a performance bond which will guarantee payment of Fifty Thousand Dollars (\$50,000) to Lessor in the event of a default by Lessee. After Lessee's System has been in operation for two (2) years, said bond shall be returned to Lessee.

20. Legal Compliance.

Lessee agrees to comply, at its cost and expense, with all federal, state and other governmental laws and regulations applicable to the subject matter of this Agreement.

21. Amendments, Modifications.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing that is clearly identified as an amendment and duly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17 day of April, 1995.

ATTEST:

EMERSON COLLEGE

Witness

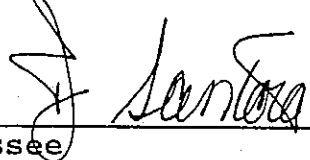
Lessor

ATTEST:

ATLANTIC MICROSYSTEMS, INC.

Witness

Lessee



Boston, MA

C2, C3, C4

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WBB421

WBB421

RECEIVED

EXCESS CAPACITY LEASE AGREEMENT

JUL - 6 1994

This Agreement, entered into on the 26 day of May 1994, by President and Fellows of Harvard College on behalf of the Office of the Secretary of the Federal Communications Commission, Office for Information Technology, 1736 Cambridge Street, Cambridge, Massachusetts, 02138, as Lessor, and CAI Wireless Systems, Inc., a Connecticut corporation whose address is 14 Corporate Woods Drive, Suite 102, Albany, New York 12211, as Lessee.

WHEREAS, the Federal Communications Commission (FCC) has authorized licensees of Instructional Television Fixed Service ("ITFS") channels to lease excess capacity for non-ITFS uses; and

WHEREAS, Lessor is the licensee of ITFS channels C2, C3, and C4 assigned to the Boston, Massachusetts, metropolitan area (hereinafter "Metropolitan Area"), call sign WBB-421; and

WHEREAS, Lessor is currently operating such facilities for the distribution of instructional programming, and has determined that excess capacity may exist under certain conditions after the fulfillment of its requirements for instructional programming airtime; and

WHEREAS, Lessee is in the business of providing channels for the distribution of television programming via microwave transmission; and

WHEREAS, Lessee is desirous of leasing excess capacity on WBB-421 for use in conjunction with airtime on other ITFS and microwave channels as part of a commercial, television programming distribution system in the Metropolitan Area ("Lessee's System"); and

WHEREAS, Lessor and Lessee recognize the importance to Lessor of maintaining the quality of its signal and its capacity to provide its instructional programming services; and

WHEREAS, Lessee and Lessor believe that the combination of Lessor's educational programming and Lessee's entertainment programming will be mutually advantageous and provide a significant benefit to the general public.

NOW, THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Initial Term and Renewal Terms.

(a) The term of this Agreement shall commence upon the date of its execution and shall extend until November 29, 1997, the date of expiration of Lessor's license. Thereafter, if Lessor's license is renewed, absent written notification by either party by October 29, 1997, this Agreement shall be extended on the same terms and conditions for the remainder of a full ten (10) year term calculated from the date of commencement of Lessee's service to wireless cable subscribers in the Metropolitan Area (hereinafter "Initial Term"). If Lessor gives written notification by October 29, 1997 of its desire not to automatically extend this Agreement, the parties shall negotiate an extension for the remainder of a ten (10) year term; provided, however, the only terms subject to negotiation shall be those concerning hours of Lessor's ITFS use of the facilities; and, provided, further, that should Lessor wish to use the channels for ITFS purposes in excess of Lessor's average use of the channels beyond the minimum reserved for Lessor's use by FCC regulations over the preceding twelve month period prior to

October 29, 1997, the consideration for the lease of excess capacity described in Paragraph 5(b) shall be reduced proportionately.

(b) Six months before the expiration of the Initial Term, Lessee and Lessor shall confer to negotiate the terms of one or more renewal terms ("Renewal Term(s)"). During the Initial Term, unless (a) Lessee provides Lessor with written consent to do so, which consent shall not be unreasonably withheld; (b) Lessee has filed for bankruptcy or is no longer a going concern; or (c) an event of default has occurred pursuant to Section 9(b) hereunder, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channels assigned to WEBB-421 with any individual or entity other than Lessee, nor shall Lessor itself use the ITFS channels for a commercial, non-educational programming service.

(c) Lessee and Lessor shall use their best efforts to negotiate reasonable terms and conditions for one or more Renewal Term(s). If, after the six month period specified in subparagraph 1(b), the parties have not reached an agreement on reasonable terms and conditions for the Renewal Term(s), this Agreement shall terminate without further liability on the part of either party.

(d) If the parties are unable to reach an agreement to renew this Lease pursuant to the foregoing subparagraph 1(c), then for a period of three years following the expiration of the Initial Term, Lessee shall have a right of first refusal to match any offer which contemplates the lease of excess capacity on WEBB-421. Pursuant to the terms of this right of first refusal, Lessor shall notify Lessee in writing within thirty days of Lessor's receipt of

a bona fide offer to lease excess capacity of the terms of such offer. Lessee shall then have twenty (20) days from the date Lessor mails the written notification of the bona fide offer to advise Lessor in writing of its decision to match said offer. If Lessee does not so notify Lessor that it has decided to match said offer within such twenty days, then Lessee's right of first refusal shall be terminated, and Lessee shall have no further rights with respect to Lessor's facilities.

(e) It is understood by both parties that any Renewal Term(s) are conditioned on Lessor receiving a renewal of Lessor's ITFS license for WBB-421 from the FCC for the Metropolitan Area. In the event Lessor's license is not renewed, the parties will have no further liability to each other upon the expiration of Lessor's ITFS license.

2. Lease of Excess Capacity.

(a) Lessor agrees to lease to Lessee all the Excess Capacity, as defined in this paragraph, on the three (3) ITFS channels, as well as the applicable vertical blanking interval capacity during Lessee's use of Excess Capacity on the channels, for the term of this Agreement. Nothing in this Agreement shall allow one party to preclude delivery of the content of the vertical blanking interval to receivers of the other party's subscribers during the latter party's use of the channels. After the installation of digital compression technology, the parties shall consult with each other on the use of vertical blanking interval capacity. Lessor reserves the right to have reasonable access to the vertical blanking interval capacity as may be necessary to meet Lessor's operational needs. For purposes of this Agreement, the

time over and above the time utilized for Lessor's programming requirements shall be deemed "Excess Capacity," and available to Lessee for distribution of entertainment programming. Both parties recognize, at a minimum, Lessor shall have unrestricted access to a minimum of twenty (20) hours per week per channel, with a right to preserve an additional twenty (20) hours per week per channel. Lessor may utilize such additional twenty (20) hours per week per channel upon ninety (90) days' advance written notice to Lessee.

(b) Within ninety (90) days after the execution of this Agreement, Lessor shall notify Lessee in writing of the specific airtime hours Lessor wishes to utilize, and which hours shall be available to Lessee for Lessee's use. Thereafter, should Lessor wish to change the number of hours it utilizes, Lessor shall provide Lessee with ninety (90) days advance written notification of any modifications to the airtime schedule.

(c) To the extent permitted by the FCC, and so long as it does not result in the disruption of Lessor's programming, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms are commonly used in reference to the FCC's rules, regulations and policies governing ITFS facilities, in the dissemination of Lessor's programming over the subject channels. Under such circumstances, Lessor and Lessee agree that Lessor's programming shall be "addressable" in the same manner as Lessee's programming so as to avoid unauthorized distribution. Pursuant to Paragraph 4 below, Lessee agrees to bear all legal, technical, equipment, personnel and other expenses associated with the design, purchase, installation and maintenance of equipment required to employ "channel mapping" or "channel loading" with

Lessor's ITFS facilities at both transmission and receive sites. Ownership and title in all facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's System.

(d) If and when digital compression technology becomes reasonably available, Lessor and Lessee agree to cooperate to file any necessary FCC applications, and/or make any other required modifications to Lessor's facilities to employ such technology. Prior to the filing of any such applications and/or to initiation of any such modifications, Lessor and Lessee shall consult on whether it is appropriate to install compression equipment for use with Lessor's ITFS facilities. If Lessor approves the installation of compression equipment, Lessee shall bear all costs required to employ compression technology as set forth below in Paragraph 4. Lessor and Lessee agree that 50 percent of the additional channel capacity (i.e., in excess of three channels) created by the employment of compression technology shall be considered "Excess Capacity" as defined above in Paragraph 2(a). The remaining 50 percent of the additional channel capacity shall be available to Lessor for ITFS programming. Ownership and title in all facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's System.

(e) In the event that Lessee uses any part of Lessor's ITFS channels for distribution of secondary transmission services

(e.g., non-video telecommunications services, including but not limited to data, fax, voice, or paging services), Lessor and Lessee agree that Lessor shall have full access to and use of such services on Lessee's System at no charge to Lessor.

3. Integration of Lessor's Programming.

If Lessor so requests in writing, Lessee agrees to integrate Lessor's programming into the overall communications service offered to Lessee's subscribers, without cost to Lessor. This integration shall include, but not be limited to, distribution of Lessor's programming to Lessee's subscribers, listing Lessor's programming in any program guide distributed to subscribers, inclusion in advertising and promotional materials, and full attribution to Lessor as the source of the material. In addition, in the event that Lessee, or any entity affiliated with Lessee making use of Lessor's ITFS channels, obtains access to the use of telecommunications lines and/or other facilities of Nynex and/or Southern New England Telephone for distribution of commercial television programming, Lessee agrees to provide the equivalent of one programming channel on such telecommunications lines and/or other facilities for Lessor's exclusive use at no charge to Lessor.

4. Transmission and Receive Facilities.

(a) In the event Lessor and Lessee, in consultation with each other, decide that it would be mutually beneficial to modify Lessor's currently-authorized transmission facilities, all legal, technical, equipment, personnel and other expenses associated with such modification shall be borne by Lessee. In this regard, Lessee recognizes, however, that nothing in this Agreement shall be construed to give Lessee ultimate authority over Lessor's

facilities. The expenses to be borne by Lessee include, but are not limited to, the costs associated with any change in the location of Lessor's currently-authorized transmission facilities. Ownership and title in all facilities installed pursuant to this Paragraph 4 shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and, to the extent use of such facilities is required for Lessee's System, leased back to Lessee for \$1.00 per year. All equipment transferred to Lessor pursuant to this Agreement shall be transferred unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee.

(b) If and when Lessor and Lessee agree to install digital compression technology pursuant to paragraph 2(d) above, Lessee agrees to bear all legal, technical, equipment, personnel and other expenses associated with such installation. Such expenses to be borne by Lessee include, but are not limited to, the purchase costs of compression equipment, installation of such equipment, modifications to Lessor's currently authorized facilities to accommodate compression equipment, and installation of converters at Lessor's receive sites for use of compression equipment. With Lessor's cooperation, Lessee agrees to arrange for modification of all equipment which Lessor uses to deliver its signal to Lessor's receive sites, and Lessee shall bear all costs for such modifications. Lessee also agrees to maintain such equipment throughout the term of this Agreement.

(c) Lessee agrees to purchase and install at its expense equipment to enable Lessor to transmit its programming to up to fifteen (15) additional receive locations identified by Lessor in

writing for the receipt of Lessor's ITFS programming. Lessor shall have the right to approve the equipment to be used to fulfill Lessee's obligation under this subparagraph. Ownership and title in all facilities installed pursuant to this subparagraph shall be transferred to Lessor upon installation by Lessee unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee.

(d) Lessee agrees that any and all receivers it installs for subscribers to its system shall be capable of receiving Lessor's programming at no additional cost to Lessor or to Lessor's subscribers.

(e) In order to implement the modifications to Lessor's facilities contemplated by this Agreement, Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC to secure construction permits for such modifications to its currently authorized facilities and subsequent licenses after good faith consultation between Lessor and Lessee. Nothing in this Agreement, however, shall preclude Lessor from applying for or installing modifications to its ITFS facilities, after reasonable consultation with Lessee, to the extent Lessor deems necessary to maintain or improve its ITFS facilities in the normal course of their operations to the extent any such modification does not significantly impact the use of Lessor's facilities by Lessee pursuant to this Agreement.

(f) To the extent not otherwise expressly provided for in this Paragraph 4, Lessee, or its designee, shall purchase and install such transmitters, transmission lines, antennas, receivers and studio-to-transmitter links as are required to operate the ITFS

channels as contemplated by this Agreement in accordance with the provisions of Lessor's existing or future FCC authorizations.

(g) Lessor and Lessee agree that, due to the need to protect against disruption of Lessor's ongoing instructional programming, Lessor shall have the right to specify the timing of all equipment installations and testing of such equipment which are related to this Agreement.

(h) In recognition of Lessor's current status as a noncommercial entity and the benefits it receives in certain agreements with third-parties with respect to its ITFS facilities as a result of such noncommercial status, Lessee agrees to bear all increased costs incurred by Lessor arising from or related to the commercial use by Lessee of Lessor's ITFS facilities, except with respect to any federal or state unrelated business income tax claim or liability incurred by Lessor.

(i) Commencing on the date this Agreement is executed by Lessor and Lessee and continuing through the duration of this Agreement, including any extensions or renewals hereof, Lessee shall assume responsibility for Lessor's current transmitter site lease payments for Lessor's space located on top of the Prudential Building in Boston, Massachusetts (the "Prudential License"). Lessor shall enter into a one year extension of the Prudential License through September 30, 1995. Within a reasonable time after execution of this Lease, Lessee shall enter into negotiations with the Prudential Insurance Company of America to assume primary responsibility as Licensee for the Premises covered by the Prudential License, and shall thereafter negotiate a further extension of the Prudential License for the transmitter site or

secure an alternate transmitter site that is acceptable to Lessor. No later than upon the expiration of the Prudential License on September 30, 1995, Lessee shall become the primary licensee of such transmitter site, and shall sublease to Lessor for One Dollar (\$1.00) per year. Until such time as Lessee shall assume primary responsibility as Lessee under the Prudential Lease or another lease, Lessee shall deposit with Lessor an amount sufficient to cover the monthly rental payments on the Prudential License for six months. Such deposit shall be returned to Lessee upon Lessee's assumption of primary responsibility under the transmitter site license. In the event of a Material Breach by Lessee as that term is defined in subsection 9(b) below, Lessor shall retain such deposit.

5. Compensation for Lease of Excess Capacity.

(a) Upon signing this Agreement, Lessee shall pay Lessor a signing fee of Fifteen Thousand Dollars (\$15,000.00) to be paid in two equal installments of Seven Thousand Five Hundred Dollars (\$7,500) each. The first installment shall be paid upon execution of this Agreement by both Parties. The second installment shall be paid within thirty (30) days after the first installment. Within sixty (60) days of the second installment, Lessee shall pay Lessor an additional Thirty Thousand Dollars (\$30,000.00). Such fees shall be non-refundable, unless Lessor materially breaches or voluntarily terminates this Agreement without finding a substitute lessor, pursuant to Paragraph 9(d) below, within three years of the date of execution.

(b) On the tenth day following the end of each month ("the billing month") in which Lessee's System is in operation,

Lessee shall pay Lessor monthly payments in consideration for Lessor's lease of capacity on its ITFS channels to Lessee. Lessee shall pay Lessor 9.5 cents per "full-time channel" per subscriber to Lessee's system in the Metropolitan Area per month; provided, however, that regardless of the number of subscribers to Lessee's system, Lessee shall pay Lessor a minimum of Two Thousand (\$2,000.00) Dollars per month for the duration of this Agreement for each month that Lessee has the use of at least two "full-time" channels. For purposes of this paragraph, a "full-time channel" shall be any channel made available to Lessee for an average of 16 hours or more per day per week for the course of the month for which the number of subscribers is calculated. For purposes of this subparagraph, Lessee's System shall be deemed to be "in operation" when it has commenced transmission of a commercial, multichannel television programming service to subscribers located within the Metropolitan Area. If Lessee's System is not in operation within twelve (12) months from the date of execution of this Agreement, Lessee shall nevertheless commence making minimum payments of One Thousand Dollars (\$1,000.00) per month until such time as Lessee's System commences operation, at which time the minimum payments shall increase to Two Thousand Dollars (\$2,000.00) per month.

(c) For purposes of computing the compensation due Lessor pursuant to Paragraph 5(b) above, the number of subscribers for any billing month shall equal the number of subscribers current with respect to their payments for subscription to or use of Lessee's System as of the last day of the next previous month. However, subscriber payments due and owing to Lessor shall be adjusted

accordingly when late paying subscribers make their payments for previously billed months. For purposes of the first payment due under this contract, the first month's number of subscribers shall form the basis for the computation. In those situations where programming is sold in bulk, i.e., where a number of viewing units are grouped for billing purposes, such as may be the case with hotels and certain apartment buildings, the number of equivalent subscribers shall be determined by dividing the total monthly revenues derived from such bulk billing units by Lessee's then prevailing monthly rate for the channels to individual subscribers in the Metropolitan Area.

(d) Lessee shall, along with each monthly payment, provide Lessor with a certificate signed by an executive officer of Lessee showing the number of subscribers current with respect to their payments for Lessee's system through the last day of the next previous month as well as the number of subscribers served during said month, together with other information reasonably requested by Lessor. Lessee shall not be liable for any good faith mistake of fact with respect to such certificates.

(e) In the event Lessee's system commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Lessor's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

6. Right to Audit.

Upon written notice to Lessee at least ten (10) business days in advance, Lessor shall have the right to inspect or audit all records and accounts covered by this Agreement. Said inspection or audit may be conducted by Lessor or any other persons designated by Lessor. Lessor agrees to maintain the confidentiality of all information so obtained.

7. Purchase and Lease of ITFS Channel Equipment.

(a) All equipment purchased and installed by Lessee pursuant to this Agreement, including, but not limited to, all such equipment, computers, and programming software required to implement channel mapping, channel loading, and/or channel compression, shall be transferred by Lessee to Lessor for \$1.00, unrestricted by any pledge or other encumbrance of said equipment by or otherwise attributable to Lessee or any affiliate of Lessee, in consideration of the Excess Capacity time made available to Lessee under this Agreement. Unless otherwise specified in this Agreement, all such equipment shall be transferred to Lessor upon installation by Lessee and acceptance by Lessor and leased back to Lessee for \$1.00 per year to the extent use of such facilities is required for Lessee's system. During the term of this Agreement, Lessee agrees to bear all costs associated with maintaining and operating the Equipment installed by Lessee pursuant to this Agreement. In addition, Lessee agrees to maintain adequate casualty and liability insurance to cover all equipment leased from Lessor for use in Lessee's system.

(b) Lessor agrees that all equipment installed by Lessee pursuant to this Agreement, ownership and title in which is

transferred to Lessor and leased to Lessee, shall be utilized for both the transmission of Lessor's programming and/or for the benefit of Lessee's system. Lessor agrees not to pledge such equipment as security for a loan and/or not to sell such equipment without the express written consent of Lessee. Lessor and Lessee agree that the term of such equipment lease shall be co-terminus with the Initial Term and any Renewal Terms of this Excess Capacity Lease Agreement and that neither party may terminate the equipment lease while this Excess Capacity Lease Agreement is in full force and effect without the written consent of the other. The preceding sentence shall not preclude the parties from agreeing to replace or modify the leased equipment for the benefit of both parties pursuant to this Agreement.

8. Control Over Programming.

Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the leased channels. At the present time, it is believed that this programming will be supplied by one or more programming networks, such as Home Box Office, Showtime, The Movie Channel, ESPN, WTBS, WGN, Cable Network, etc. The parties recognize the difficulties inherent in specifying exact standards in this Paragraph, but believe that good faith efforts on both sides can overcome whatever difference may arise. Lessor shall have the absolute right to deny Lessee the right to transmit on the leased channels any program which Lessor believes is inconsistent with Lessor's purpose or reputation in the community or with the laws of the United States, or which would violate the rules, regulations and policies of the FCC.

Furthermore, Lessee shall not use Lessor's channels for transmission of instructional programming originated by an entity other than Lessor without written approval of Lessor.

9. Transfer and Termination.

(a) This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement. Should such termination occur, Lessor shall be entitled to retain all equipment and materials then in use with the Lessor's facilities pursuant to Paragraph 7. There shall be a final accounting of monies due under this Agreement, and when completed, there shall be no further liability of one party to the other.

(b) Should either party be in "Material Breach" of this Agreement for the nonperformance of the obligations contained in this Agreement, this Agreement may be terminated by the nondefaulting party if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the nondefaulting party. A Material Breach shall include, but not be limited to, (i) failure of Lessee to make any payments to Lessor due pursuant to Paragraph 5; (ii) failure of Lessee to construct Lessor's modified facilities as authorized by the FCC in a timely manner; (iii) failure of Lessor to use its good faith efforts to comply with the rules, regulations and policies of the FCC applicable to WBB-421; (iv) if Lessee shall fail to perform or observe any of Lessee's other covenants herein and such failure shall continue for 30 days after Lessor gives Lessee written notice of such failure, or for more than the amount of time specified by

Lessor in situations where more than 30 days may be required to correct such failure, provided Lessee promptly begins such correction after Lessor gives written notice of such failure and Lessee diligently prosecutes the correction to completion; (v) if any assignment shall be made of Lessee's property for the benefit of creditors; (vi) if a receiver, guardian, conservator, or similar officer shall be appointed to take charge of all or any part of Lessee's property by a court of competent jurisdiction; or (vii) if a petition or proceeding is filed against Lessee by others (and not stayed or dismissed within 15 days) or is filed by Lessee, or an order for relief is entered with respect to Lessee under any provision of the federal Bankruptcy Code, 11 U.S.C. Sections 101 et seq., or any similar provisions of any future federal bankruptcy law.

(c) Should Lessee decide to terminate this Agreement for any reason other than as provided in Paragraphs 9(a) and (b) above, Lessee shall first exert good faith efforts to find a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement, subject to the approval of Lessor, and such approval shall not be unreasonably withheld. If no substitute Lessee is found, Lessee, unless Lessor consents to relieve Lessee of its obligations under this Agreement, shall remain obligated for one year following Lessee's notice to Lessor of its intent to terminate this Agreement. In addition, in the event that a substitute Lessee is not found, Lessor will pay any FCC-related costs associated with the relocation of the transmitter site, should Lessor decide to relocate such site.

(d) Should Lessor decide to terminate, assign or transfer its obligations under this Agreement other than as provided in Paragraphs 9(a) and (b) above, Lessor shall first exert its good faith efforts to find a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement. If, after nine months, during which Lessor shall remain obligated under this Agreement, Lessor shall be unable to locate a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement, Lessee shall have the right to terminate this Agreement.

(e) Notwithstanding any other term of this Agreement, Lessor shall have the unconditional right to terminate this Agreement if Lessee's System is not operational within 24 months of the date of execution of this Agreement. For purposes of this subparagraph, Lessee's System shall be deemed "operational" when it has commenced transmission of a commercial, multichannel television programming service to subscribers located within the Metropolitan Area.

(f) Except as provided in subparagraphs 9(a-e) above, neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, the Lessor and/or Lessee may, without the consent of the other party, assign or transfer its rights and obligations under this Agreement to a subsidiary, partner or affiliate of Lessor or Lessee, respectively, provided that Lessor or Lessee shall remain primarily liable under this Agreement notwithstanding any such assignment or transfer.

Both parties may subcontract any portion of their obligations under this Agreement to any partnership, joint venture, corporation or entity which the respective party may choose, provided that, in the event of such subcontracting, the respective party shall remain liable to fulfill all of its obligations under this Agreement.

(g) Except as provided in subparagraphs 9(a-b and e) above, if either party decides to terminate, assign or transfer its rights, duties and obligations under this Agreement, that party must provide ninety (90) days advance written notice, to the other party in accordance with Paragraph 13. The date the written notice is sent shall be the first to be counted in calculating the periods of time contemplated by Paragraphs 9(c-d).

10. Agreement to Defend.

(a) Lessee agrees, to the fullest extent permitted by law, except with respect to any federal or state unrelated business income tax claim or liability incurred by Lessor, to hold Lessor harmless, and to indemnify and defend Lessor and to pay any and all costs and expenses for all claims, demands, causes of action, losses, and judgments, including attorneys' fees (herein collectively "claims") arising out of this Agreement, unless such claim arose in whole or in part out of a negligent act or omission, or wrongful act of Lessor. In that event, to the extent of its proportional fault, (b) Lessor shall pay any and all costs and expenses, including attorneys' fees, resulting from any negligent acts or omissions or wrongful acts by Lessor, its agents or employees arising out of this Agreement, including, but not limited to, those with respect to use of the facilities for WEBB-421.

(b) Upon the expiration or termination of this Lease Agreement, this covenant shall continue in full force and effect with regard to matters and events occurring or arising prior to the expiration or termination of this Lease Agreement.

11. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to, the adoption of a State law or action of any State oversight agency, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of dependency of any such contingency which shall interfere with such performance.

12. Specific Performance.

The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the nondefaulting party shall be entitled, as a

matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notice.

Any notice to be given by Lessee to Lessor under any provision of this Agreement shall be by certified mail to Dr. Al Pandiscio, Harvard University, Division of Applied Sciences, 29 Oxford Street, Cambridge, Massachusetts, 02138, with a copy to Dianne M. Irvine, Esq., Office of the General Counsel, Harvard University, Holyoke Center 980, Cambridge, Massachusetts, 01238; and by Lessor to Lessee by certified mail to Mr. Jared E. Abbruzzese, President, CAI Wireless Systems, Inc., 14 Corporate Woods Drive, Suite 102, Albany, New York 12211 with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006.

14. Severability.

Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall stay in effect and the parties agree to use their best efforts to negotiate a replacement article which is not invalid.

15. Venue and Interpretation.

Venue for any cause of action or arbitration by or between Lessor and Lessee shall be Massachusetts and all provisions of this Agreement shall be construed under the laws of Massachusetts except to the extent that the rules, regulations and policies of the FCC may be applicable for resolving any issue related to this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties.

17. Subsequent Changes in FCC Rules.

If, subsequent to the execution of this Agreement, the FCC amends its rules or policies governing any aspect of this Agreement, the parties shall amend this Agreement to bring it into conformance with such amended FCC rules or policies.

18. Insurance.

Lessee shall maintain in full force and effect liability insurance in an amount no less than \$1,000,000/2,000,000 for bodily injury and \$300,000 for property damage, naming Lessor and Lessee as insureds. Lessee shall maintain such other kinds and amounts of insurance as Lessor may reasonably require. The insurance policy or policies shall not be cancelable except upon the insurer's 30 days' prior written notice to Lessor and shall be in full form and substance subject to Lessor's satisfaction. Lessee shall furnish Lessor annually an insurance certificate showing Lessor as an

additional insured and coverages in accordance with the provisions of this paragraph.

19. Legal Compliance.

Lessee agrees to comply, at its cost and expense, with all federal, state and other governmental laws and regulations applicable to the subject matter of this Agreement.

20. Amendments, Modifications.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing that is clearly identified as an amendment and duly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ^{26th} day of May, 1994.

ATTEST:

PRESIDENT AND FELLOWS OF HARVARD
COLLEGE
OFFICE FOR INFORMATION TECHNOLOGY,
HARVARD UNIVERSITY



Witness



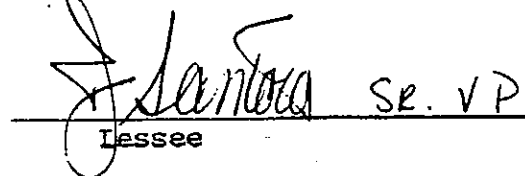
Lessor

ATTEST:

CAI WIRELESS SYSTEMS, INC.



Witness

 SR. VP

Lessee

GSK32710

Boston, MA
D Group
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WVQ24

EXCESS CAPACITY LEASE AGREEMENT

Executed
9/15/93

This Agreement, entered into on the 25th day of September, 1993, by Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor and CAI Associates, Inc., a Connecticut corporation whose mailing address is P.O. Box 2232, Ballston Spa, New York 12020, as Lessee.

WHEREAS, the Federal Communications Commission ("FCC") has authorized licenses for Instructional Television Fixed Service ("ITFS") channels to lease excess capacity for non-ITFS users, and

WHEREAS, Lessor is the licensee of the following ITFS channels assigned to the Boston, Massachusetts and surrounding areas (hereinafter "Metropolitan Area");

G1-G4, Danvers, WAL-20 and Framingham, KLC-85;

D1-D4, Boston, KVQ-24;

A1-A2, Boston, KQT-47;

F1-F4, Milton (Great Blue Hill), KQT-48, and Andover (Wood Hill), KMA-57, and

WHEREAS, Lessor has determined that excess capacity exists after the fulfillment of its ITFS requirements, and

WHEREAS, Lessee intends to develop, market and operate a wireless cable system offering wholesome family-oriented programming in the Metropolitan Area in part by leasing capacity on BCTV's channels, as well as by leasing or owning channel capacity on other microwave channels in the Metropolitan Area (hereinafter "the Channels"); and

WHEREAS, Lessee does not intend to disseminate any programming or other services on the Channels which would be inconsistent with

the teachings of the Roman Catholic Church, as more fully enunciated in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Term.

Term -

(a) The term of this Agreement shall commence upon the date of its execution and shall extend for a period of ten (10) years (hereinafter referred to as "Initial Term"), unless the Agreement is voluntarily terminated by written consent of both parties, or involuntarily terminated as provided in Paragraph 9 below.

Start Date

(b) Six months before the expiration of the Initial Term for the Metropolitan Area, Lessee and Lessor shall meet to negotiate the terms of one or more additional ten (10) year renewal terms ("Additional Renewal(s)"). During the Initial Term, unless Lessee provides Lessor with written consent to do so or unless Lessee has been adjudged to be in bankruptcy and/or is no longer a going concern, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channel(s) for which it is a licensee in the Metropolitan Area with any individual or entity other than Lessee, nor shall it use the channels itself, for commercial purposes. Lessee hereby expressly acknowledges that Lessor currently has agreements with Boston University and with Northeastern University for the use of some of Lessor's channel capacity, and agrees that there is nothing inconsistent about the continued existence, operation or execution of those agreements with this Agreement.

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(c) Lessee and Lessor shall use their best efforts to negotiate reasonable terms and conditions for one or more Additional Renewals. If, after six (6) months, the parties have not reached an agreement on reasonable terms and conditions for one or more Additional Renewals, the Agreement shall terminate without further liability on the part of either party.

ADPR-

(d) If the parties are unable to reach an agreement to renew this lease pursuant to the foregoing paragraph, for a period of one year following the expiration of the Initial Term, Lessee shall have a right of first refusal to match any offer which contemplates the lease of excess capacity on Lessor's channels. Pursuant to the terms of the right of first refusal, Lessor shall notify Lessee in writing within thirty days of Lessor's receipt of a bona fide offer to lease excess capacity of the terms of such offer. Lessee shall then have twenty days of the date Lessor mails the written notification of the bona fide offer to advise Lessor in writing of its decision to match said offer. If Lessee does not notify Lessor that it has decided to match said offer, Lessor shall have thirty days thereafter to enter into a binding agreement on the same terms and conditions as contained in the notification to Lessee with the new lessee. If Lessor does not enter into a binding agreement pursuant to the preceding sentence, Lessee's right of first refusal shall be reinstated.

(e) If the Parties are unable to reach an agreement for Additional Renewals, Lessor shall have the option to acquire the Leased Equipment, as that term is hereinafter defined, at the then current fair market value, and Lessee shall execute any and all

documents necessary to transfer good and marketable title to the Leased Equipment to Lessor.

(f) It is understood by both parties that Additional Renewals are conditioned on Lessor receiving a renewal of Lessor's ITFS license from the FCC for the Metropolitan Area. In the event Lessor's license is not renewed for the Metropolitan Area, the parties will have no further liability to the other, unless non-renewal has occurred due to a grossly negligent or willful act on the part of Lessor, in which case Lessor shall be deemed to have committed a material breach of the Agreement and Lessee shall have whatever rights and remedies are available to it in law or in equity.

2. Lease of Excess Capacity.

(a) Number of Hours Excluded From Lessee Time. Lessor agrees to lease to Lessee all the "excess" capacity on its ITFS channels in the Metropolitan Area, as well as half of the vertical blanking interval capacity on the channels, for the term of this Agreement. The remaining time available over and above the time utilized for Lessor's educational programming, for other educational institutions' educational programming, and for other Archdiocesan purposes (hereinafter "Lessor's use" or "Lessor's ITFS use"), on Lessor's channels shall be considered "excess capacity," as that term is defined by the rules, regulations and policies of the FCC, and available to Lessee for entertainment programming (hereinafter "Lessee Time").

(b) Scheduling of ITFS Usage. Upon execution of this Agreement, the parties agree to work together in good faith to determine the precise number of hours Lessor wishes to utilize for

its educational programming, and which hours shall be available to Lessee for its entertainment programming, with each party recognizing the need of the other for the use of the channels for their respective purposes. On Channels A1 and A2, Boston, KQT-47, G1-G4, Danvers, WAL-20, and F2 and F4, Milton (Great Blue Hill), KQT-48, Lessor shall reserve for its use, for the first two years of operation, twelve (12) hours per week per channel; after the first two years of operation, a minimum of twenty (20), up to a maximum of forty (40) hours per week per channel. For the remaining channels, the parties shall determine in consultation with each other the amount of excess capacity available on such channels, recognizing that Lessor shall always have ready access to at least forty (40) hours per week per channel for Lessor's ITFS Use of such channels. Within ninety (90) days after the execution of this Agreement, the parties shall designate in writing the specific air time hours Lessor will utilize, and which hours shall be available to Lessee on each of the subject channels. Thereafter, in the event the parties wish to modify the air time schedule, the parties shall confer with each other to reach an agreement on the revised schedule. In recognition of the need of Lessee to have advance notice of any modification in the program schedule of any channel, Lessor shall provide at least ninety (90) days advance notice of its desire to modify the schedule.

(c) Channel Mapping or Loading. To the extent permitted by the FCC, and so long as it does not result in the disruption of Lessor's programming, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms are

defined by the FCC's rules and regulations, in the dissemination of Lessor's programming over the subject channels.

3. Integration of Lessor's Programming. Lessee agrees to integrate Lessor's programming into the overall communications service offered to subscribers, without cost charged to Lessor. This integration shall include, but not be limited to, listing Lessor's material in any program guides distributed to subscribers, inclusion in advertising and promotional materials, and full attribution to Lessor as the source of the material.

4. Transmission and Receive Facilities.

(a) Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC to secure whatever modification licenses both parties shall deem appropriate, after good faith consultation with each other. The parties contemplate that such modifications would result in the collocation of Stations KMA-57 and KLC-85 on the "F" and "G" channel groups, respectively, to the Prudential Center location of Station KVQ-24 and KQT-47 on the "D" and "A" channels respectively. All legal, technical, equipment, personnel and other expenses associated with the modification of Lessor's facilities shall be borne by Lessee from the date of the execution of this Agreement until its termination. Lessee also agrees to purchase and install at its expense equipment and associated down converters capable of enabling Lessor to adequately receive its programming to up to an additional fifteen (15) receive locations identified by Lessor in writing for the receipt of Lessor's ITFS programming. Lessee agrees that any and all receivers it installs for subscribers to its system shall be capable of receiving Lessor's programming at no

additional cost to Lessor. Upon installation of such receive equipment, complete ownership of such equipment shall immediately reside with Lessor.

(b) Any equipment, other than the receive equipment referred to in the preceding Paragraph, purchased and installed by Lessee for purposes of disseminating Lessor's programming, including transmitters, transmission lines, antennas, receivers and studio-to-transmitter links as are required to operate the ITFS channels in accordance with the provisions of such revised authorizations shall be leased to Lessor pursuant to Paragraph 7 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment.") Lessee, or its designee, shall retain title to the Leased Equipment, which may be pledged as security for a loan by Lessee, during the term of this Agreement, and removed by Lessee, or its designee, upon the termination of this Agreement; provided, however, that if this Agreement is terminated due to non-performance of any obligation contained herein by Lessee, or if the parties do not enter into Additional Renewals, Lessor shall have the right to purchase the Leased Equipment at its then current fair market value, unrestricted by any pledge or other encumbrance of the Leased Equipment by Lessee, and any documents Lessee executes pledging the Leased Equipment as security for a loan shall reflect the right of Lessor to purchase the Leased Equipment upon non-performance by Lessee.

5. Compensation for Lease of Excess Capacity.

(a) Upon execution of this Agreement, Lessee agrees to pay Lessor a one-time signing fee of

Unless Lessor terminates or otherwise

materially breaches this Agreement within the first Thirty (30) months of the operation of Lessee's system, Lessor shall retain such funds, unless such termination is due to the material breach of this Agreement by Lessee.

(b) Lessee shall pay Lessor an additional _____ per channel in the market, or a total of _____, within One Hundred and Twenty (120) days of the execution of this Agreement. Lessor shall retain such per channel payments, unless Lessor terminates or materially breaches this Agreement within Thirty-Six (36) months of the operation of Lessee's system, unless such termination is due to the material breach of the Agreement by Lessee.

(c) On the tenth day following the end of each month, commencing either twelve months from the execution of this Agreement, or when Lessee's wireless cable system becomes operational in the Metropolitan Area, whichever is sooner, Lessee shall pay Lessor monthly payments in consideration for Lessor's lease of capacity on its ITFS channels to Lessee. For the first year of such monthly payments, Lessee shall pay Lessor

_____ per channel (based on fourteen (14) channels) per subscriber to Lessee's system in the Metropolitan Area per month; commencing on the twenty-fourth (24) month and continuing through the forty-seventh month after execution of this Agreement, Lessee shall pay Lessor _____ per channel per subscriber to Lessee's system; thereafter, and for the remainder of the Initial Term, Lessee shall pay Lessor an additional _____ per channel per subscriber after each twenty-four (24) month interval; provided, however, that regardless of the number of subscribers to Lessee's

system, Lessee shall pay Lessor a minimum of
per month.

(d) In the event Lessee becomes a programmer on a video dialtone system in the Metropolitan Area, Lessee shall dedicate one channel to BCTV in any such system, or otherwise make the equivalent of one full-time channel of Lessor's programming readily accessible to its customers.

(e) For purposes of computing the compensation due Lessor pursuant to Paragraph 5(c) above, the average number of subscribers for any month shall equal the number of subscribers as of the last day of the prior month plus the number of subscribers as of the last day of the current month divided by two. For purposes of the first payment due under this contract, the first month's number of subscribers shall form the basis for the computation. Only subscribers that are current with respect to their payments shall be considered for this purpose, provided however that the subscriber payments due and owing to Lessor shall be adjusted accordingly when late paying subscribers make their payments for past months. In those situations where programming is sold in bulk, i.e., where a number of viewing units are grouped for billing purposes, such as may be the case with hotels and condominiums, the number of equivalent subscribers shall be determined by dividing the total monthly revenues derived from such bulk billing units by Lessee's then prevailing monthly rate for the channels to individual subscribers in the Metropolitan Area.

(f) Lessee shall, along with each monthly payment, provide Lessor with a certificate signed by an executive officer of Lessee showing the average number of subscribers served during said

month, together with other information reasonably requested by Lessor. It is presently anticipated that the bulk rate discount shall be 66.66 percent discounted from the standard rate. Lessee shall not be liable for any good faith mistake of fact with respect to such certificates.

(g) In the event Lessee's system commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Lessor's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(h) Upon execution of this Agreement, and upon the submission to Lessee of invoices from Lessor's attorneys indicating the hourly rate and time spent, on a daily basis, in connection with the negotiation of this Agreement, Lessee agrees to pay Lessor's legal fees in connection with the negotiation of this Agreement.

6. Right to Audit. Upon written notice to Lessee at least ten (10) business days in advance, Lessor shall have the right to inspect or audit all records and accounts covered by this Agreement. Said inspection or audit may be conducted by Lessor or any other persons designated by Lessor. Lessor agrees to maintain the confidentiality of all information so obtained.

7. ITFS Channel Equipment Lease. Lessor shall lease from Lessee all equipment purchased and installed by Lessee (other than the receive equipment referenced in Paragraph 4 above) pursuant to Paragraph 4 of this Agreement. The terms of the lease agreement are as follows:

(a) Rent. Lessor shall pay to Lessee the total amount of _____ per year for any use of the Leased Equipment, it being understood that Lessor's provision of the air time at the rates provided in this Agreement is full consideration for Lessee's lease of equipment to Lessor.

(b) Taxes. Lessee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Lessor, and Lessee shall be entitled to claim depreciation and investment tax credits thereunder for income tax purposes.

(c) Maintenance and Operating Costs. Lessee shall be required to bear all costs associated with maintaining and operating the Leased Equipment.

(d) Term. The term of the equipment lease shall commence upon the date of installation of the transmission equipment and shall end upon the termination of this Agreement.

8. Control Over Programming. Notwithstanding anything in this Agreement to the contrary, it is agreed and understood by the parties hereto that Lessee's use of the Channels shall at all times be consistent with the teachings of the Roman Catholic Church as enunciated by the Holy Father and the Bishops in communion with him. In this regard the parties hereto shall rely upon and defer to the teaching authority of the Roman Catholic Archbishop of Boston. In accordance with the preceding sentence, Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the Channels. At the present time, it is believed that this programming will be supplied by one or more

programming networks, such as C-Span, CNN, ESPN, The Discovery Channel, The Family Channel, Nickelodeon, Arts & Entertainment, and similar programming services. Lessee hereby agrees not to air any movies on the Channels which carry an "R" rating, and to obtain Lessor's prior approval for any programming or other transmissions, whether or not such transmissions constitute video programming services which will be transmitted over the Channels. Lessee will seek Lessor's prior approval in writing at least Seven (7) days in advance for any and all transmissions on the Channels. Lessor shall have the right to veto any transmissions which Lessee may propose to air on the Channels. Any breach of this Paragraph 8, notwithstanding any other provision in this Agreement, shall constitute cause for immediate termination of this Agreement by Lessor, upon transmittal of written notice to Lessee.

9. Transfer and Termination.

(a) This Agreement may be terminated by Lessee upon thirty (30) days written notice to Lessor in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement. Should such termination occur, each party shall be entitled to retain all equipment and materials purchased or furnished by such party. There shall be a final accounting of monies due under this Agreement, and when completed, there shall be no further liability of one party to the other.

(b) Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of

thirty (30) days following the receipt of written notice from the non-defaulting party. A Material Breach shall include, but not be limited to, failure of the Lessee to be utilizing Lessor's channels as part of a wireless cable system within Thirty-Six (36) months of the execution of this Agreement; failure of the Lessee to construct Lessor's modified facilities as authorized by the FCC in a timely manner; failure of the Lessor to comply with the rules, regulations and policies of the FCC, including the filing of all necessary applications and forms to maintain the FCC license for the ITFS channels. A Material Breach shall also include the failure of Lessee to make the payments contemplated by Paragraphs 5(b) and/or 5(c) above, provided however, in the event Lessee fails to make the payment contemplated by Paragraph 5(b) above, Lessor's sole remedy shall be the termination of this Agreement. In the case of any other material breaches by Lessee, Lessor shall have whatever remedies are available through normal judicial proceedings. If Lessor terminates this Agreement for non-payment of fees owed pursuant to Paragraphs 5(b), Lessor shall retain the

Payment contemplated by Paragraph 5(a). If Lessor terminates this Agreement for any other material breach by Lessee, Lessor shall retain the payments contemplated by Paragraphs 5(a) and 5(b).

(c) Except as provided in Paragraphs 9(a) and (b) above, neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other. It shall be within the absolute discretion of Lessor whether or not to consent to the proposed assignment or transfer; provided, however, the Lessor

and/or Lessee may, without the consent of the other party, assign or transfer its rights and obligations under this Agreement to a wholly-owned subsidiary, partner or affiliate, provided that Lessor or Lessee shall remain primarily liable under this Agreement notwithstanding any such assignment or transfer. Both parties may subcontract any portion of their obligations under this Agreement to any partnership, joint venture, corporation or entity which the respective party may choose, provided that in the event of such subcontracting, the respective party shall remain liable to fulfill all of its obligations under this Agreement; provided, however, that Lessor may, in its sole discretion, reject such subcontract.

(d) Should Lessee decide to terminate this Agreement for any reason other than as provided in Paragraphs 9(a) and (b) above, Lessee shall first exert good faith efforts to find a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement. If, after nine months, during which Lessee shall remain obligated under this Agreement, Lessee shall be unable to locate a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement, Lessor shall have the option of agreeing to enter into a modified contract with a substitute Lessee, or terminating this Agreement. If Lessee chooses to terminate this Agreement, Lessor shall have the right to acquire the equipment associated with its ITFS operation from Lessee at the equipment's then current fair market value, or to require Lessee to maintain the operation of Lessor's ITFS transmission facilities for the remainder of the term of this Agreement; provided, however, that if Lessor enters into an excess capacity lease agreement for the subject ITFS channels at any time

during the remainder of the term of this Agreement, Lessee's obligation to maintain the operation of Lessor's ITFS transmission facilities shall cease. Under such circumstances, however, Lessor shall still retain the right to acquire the ITFS equipment associated with its ITFS transmission facilities from Lessee at the then current fair market value.

(e) Should Lessor decide to terminate, assign or transfer its obligations under this Agreement for any reason other than provided by Paragraphs 9(a) and (b) above, Lessor shall first exert its good faith efforts to find a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement. If, after nine months, during which Lessor shall remain obligated under this Agreement, Lessor shall be unable to locate a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement, Lessee shall have the right to terminate this Agreement; provided, however, that under such circumstances, Lessee shall have the right to require Lessor to purchase the equipment associated with Lessor's ITFS channels at the then fair market value of the equipment, and compensate Lessee for the diminution in the value of Lessee's business as a going concern, including good will, as a result of Lessor's termination of the Agreement.

(g) If either party decides to terminate, assign or transfer its rights, duties and obligations under this Agreement, that party must provide ninety (90) days advance written notice, to

the other party in accordance with Paragraph 13. The date the written notice is sent shall be the first to be counted in calculating the periods of time contemplated by Paragraphs 9(c)-(f).

10. Agreement to Defend.

(a) Lessee hereby agrees to indemnify Lessor and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, joint or several, of whatever kind or nature which Lessor may sustain or to which it may become subject arising out of or relating in any way to the operation by Lessee of Lessor's ITFS facilities.

(b) Lessor hereby agrees to indemnify Lessee and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, joint or several, of whatever kind or nature which Lessee may sustain or to which it may become subject arising out of or relating in any way to the operation by Lessor of Lessor's ITFS facilities.

11. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to the adoption of a State law or action of any State oversight agency which prevents Lessor under this Agreement, and all requirements as to notice and other

performance required hereunder within a specified period shall be automatically extended to accommodate the period of dependency of any such contingency which shall interfere with such performance.

12. Specific Performance. The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notice. Any notice to be given by Lessee to Lessor under any provision of this Agreement shall be by certified mail to Reverend Francis T. McFarland, Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts, 02158-9109, with a copy to Steven C. Schaffer, Schwartz, Woods & Miller, 1350 Connecticut Avenue, N.W., Suite 300, Washington, DC 20036, and by

Lessor to Lessee by certified mail to Mr. Jared E. Abbruzzese, President, CAI Associates, Inc., P.O. Box 2232, Ballston Spa, New York 12020 with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006.

14. Severability. Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall stay in effect and the parties agree to use their best efforts to negotiate a replacement article which is not invalid.

15. Venue and Interpretation. Venue for any cause of action or between Lessor and Lessee shall be Massachusetts and all provisions of this Agreement shall be construed under the laws of Massachusetts.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties.

17. Subsequent Changes in FCC Rules. If, subsequent to the execution of this Agreement, the FCC amends its rules or policies governing any aspect of this Agreement, the parties shall amend this Agreement to bring it into conformance with such amended FCC rules or policies.

18. Condition Subsequent. It is understood by the parties hereto that Lessor reserves the right to review any references to Lessor's channels or this Agreement in any document prepared under the supervision or control of Lessee to be utilized by Lessee for purposes of offering to sell shares of stock in Lessee's company,

or in an assignee or successor to Lessee as contemplated in Paragraph 9(c) above, to members of the public (hereinafter "Public Offering Document"), and that notwithstanding Lessor's prior execution of this Agreement, Lessor shall have the right to deem this Agreement null and void, with no further liability, in the event Lessor finds references in the Public Offering Document to be inconsistent with this Agreement. Lessor understands that time is of the essence, and that the uncertainty with respect to the permanence of this Agreement by virtue of this paragraph could adversely impact the success of Lessee's initial public offering. Therefore, Lessor agrees that it shall have five business days from the date of its receipt of the relevant portions of the Public Offering Document within which to declare this Agreement null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of September, 1993.

ATTEST:

BOSTON CATHOLIC TELEVISION
CENTER, INC.

William D. King
Witness

By: Edward Cardinal Galt
"Lessor"

ATTEST:

CAI ASSOCIATES, INC.

Witness

By: _____
"Lessee"

GSK-2631

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of September, 1993.

ATTEST:

BOSTON CATHOLIC TELEVISION
CENTER, INC.

Witness

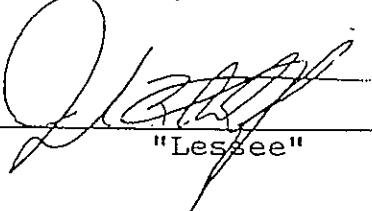
By: _____
"Lessor"

ATTEST:

CAI ASSOCIATES, INC.



Witness

By: 

"Lessee"

GSK-2631

AMENDMENT TO EXCESS CAPACITY LEASE AGREEMENT

This Amendment to Excess Capacity Lease Agreement ("Amendment") is entered into on the 21st day of September, 1995, by Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor, and Atlantic Microsystems, Inc., a Delaware corporation whose mailing address is 12 Corporate Woods Boulevard, Suite 102, Albany, New York 12211, the successor in interest to CAI Associates, Inc., as Lessee (hereinafter also referred to collectively as the "Parties" and individually as the "Party").

WHEREAS, the Parties entered into an Excess Capacity Lease Agreement dated September 25, 1993 (the "Agreement"); and

WHEREAS, Lessee reaffirms its commitment to developing, marketing and operating a wireless cable system ("System") which is oriented towards wholesome family programming; and

WHEREAS, Lessee further reaffirms its commitment to forbear from disseminating programming or other services on the ITFS channels licensed to the Lessor which would be inconsistent with the teachings of the Roman Catholic Church; and

WHEREAS, Lessee believes that it requires a certain additional degree of flexibility and discretion in the programming it can offer on the System in order to attract enough subscribers to be competitive with other multichannel video distributors in the Metropolitan area; and

WHEREAS, Lessee believes that both Parties will benefit from having their respective program offerings disseminated to the widest possible audience; and

WHEREAS, Lessee wishes to facilitate Lessor's development of a broad range of high quality, family-oriented and virtue-oriented programming that will further the teachings of the Roman Catholic Church to the widest possible audience, and in acknowledgement of Lessee's lesser role in this regard than had been understood by Lessor when entering into the Agreement and,

NOW, THEREFORE, in consideration of their mutual promises, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Agreement as follows:

1) Amended Definition of "Channels." The definition of the term "Channels" in the fourth "Whereas" clause of the Agreement is hereby amended to refer only to the ITFS channels licensed to Lessor, rather than to all channels utilized by Lessee to operate its wireless cable system in the Metropolitan Area.

2) Programming of Channels Not Licensed to Lessor. Lessor shall retain the control over programming specified in Paragraph 8 of the Agreement as to all ITFS channels licensed by the FCC to Lessor. As to microwave channels not licensed to Lessor that are utilized by Lessee to operate its wireless cable system in the Metropolitan Area, Lessor hereby agrees that Lessee will have discretion to decide what programs are transmitted over such channels, provided, however, that under no circumstances will Lessee transmit any motion pictures rated NC-17 by the MPAA Ratings Board or unrated motion pictures or other programming of similar prurient orientation on any channels utilized by Lessee to operate its wireless cable system in the Metropolitan Area. Lessor understands that Lessee contemplates subleasing channel capacity on the Channels, and on other channels utilized by Lessee to operate a wireless cable system in the Metropolitan Area, to NYNEX

Entertainment and Information Services ("NYNEX"). The NYNEX Video Services Programming Mission Statement as attached hereto is incorporated herein by reference. The programming policies and objectives stated therein shall establish the basis upon which Lessee, NYNEX and/or any affiliated parties will develop, market and operate its wireless cable system in the Metropolitan Area for the term of the Agreement. Lessor consents to Lessee subleasing channel capacity, subject to the terms and conditions of this Paragraph concerning programming.

3) Initial Endowment and Annual Grant By Lessee to Lessor. In order to further the goals of the Lessor to advance the teachings of the Roman Catholic Church, including the dissemination of wholesome, family-oriented programming in the Metropolitan Area, Lessee hereby agrees to contribute to Lessor an Endowment of
to be paid

4)

5) Change to Minimum Monthly Payment. Paragraph 5(c) of the Agreement is hereby amended to specify that the minimum monthly payment shall be

6) All Other Provisions of Agreement Remain Binding. Unless this Amendment specifically addresses and amends provisions in the Agreement, the remainder of the Agreement shall remain binding and in effect.

7) Definitions. Capitalized terms used herein shall have the same meaning set forth in the Agreement.

8) Execution in Counterparts. The execution of this Amendment in counterparts shall have the same meaning and effect as if both Parties executed the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 25 day of September, 1995.

ATTEST:

William D. Ury

BOSTON CATHOLIC TELEVISION CENTER, INC.

Richard Cardinal Law

ATTEST:

Michael P. G...

ATLANTIC MICROSYSTEMS, INC.

J. Santos Pres.

RECEIVED

JUN 16 1998

Federal Communications Commission
Office of Secretary

THIRD AMENDMENT TO EXCESS CAPACITY LEASE AGREEMENT

This Third Amendment to Excess Capacity Lease Agreement ("Third Amendment"), is entered into this 28th day of April, 1998, by and between Boston Catholic Television Center, located at 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor, Commonwealth License, Inc. ("Lessee"), a second-tier wholly-owned subsidiary of CAI Wireless Systems, Inc. ("CAI"), located at 18 Corporate Woods Boulevard, Third Floor, Albany, New York 12211, as Lessee (collectively, the "Parties").

WHEREAS, Lessor has been granted the following licenses by the Federal Communications Commission ("FCC") in the Instructional Television Fixed Service ("ITFS") for the Boston, Massachusetts metropolitan area (the "Market"):

A1-A2, Boston, Massachusetts, Call Sign KQT-47
D1-D4, Boston, Massachusetts, Call Sign KVQ-24
G1-G4, Danvers, Massachusetts, Call Sign WAL-20
G1-G4, Framingham, Massachusetts, Call Sign KLC-85
F1-F4, Milton, Massachusetts, Call Sign KQT-48
F1-F4, Andover, Massachusetts, Call Sign KMA-57; and

WHEREAS, Lessee has lease and license rights to certain Multipoint Distribution Service and Multichannel Multipoint Distribution Service (collectively "MDS") channels in the Boston Basic Trading Area and has agreements with licensees on ITFS Channels A3-A4 (application pending), B1-B4, and C1-C4; and

WHEREAS, Lessee has aggregated MDS and ITFS spectrum in the greater Boston metropolitan area with the intent to offer commercial telecommunications services, such as video, voice and/or data-based services (the "System"); and

WHEREAS, Station KQT-47 (A1-2), Station KVQ-24 (D1-D4) and Station KLC-85 (G1-G4) shall hereinafter collectively be referred to as the "Channels," and

WHEREAS, Lessor and CAI (formerly CAI Associates, Inc.) entered into an Excess Capacity Lease Agreement ("Agreement") on September 25, 1993, pursuant to which CAI leased excess airtime capacity on the Channels; and

WHEREAS, the Agreement was amended on January 25, 1994; was assigned with Lessor's consent, from CAI to Atlantic Microsystems, Inc. on April 30, 1995; was further amended on September 29, 1995; and was assigned from Atlantic Microsystems, Inc. to Lessee on August 29, 1997; and

WHEREAS, Lessor submitted the license for Station WAL-20 to the Commission for cancellation, and

WHEREAS, the Parties consummated the assignment of Stations KQT-48 and KMA-57 on November 24, 1997 to Lessee; and also executed on that date the "F Channels Lease Agreement" which provides for continued use of the channels by Lessor until such time as adequate replacement facilities are authorized, constructed and operated; and

WHEREAS, CAI's wholly-owned subsidiary Commonwealth Choice Television, Inc. ("Choice"), holds the site lease with Dewey Square Tower Associates ("Dewey") and also owns the common equipment utilized at One Financial Center ("OFC" or "the Headend"); and

WHEREAS, the Parties desire to continue their cooperative effort to further develop and implement digital and two-way technology in the 2.5 GHz spectrum in the Boston market, and therefore the Parties amend the Agreement to address the implementation of digital technology, flexible use of Lessor's spectrum, including two-way services, and other issues.

NOW THEREFORE, in consideration of the premises and of the mutual promises, undertakings, covenants and agreements set forth herein, the Parties hereto do hereby agree as follows:

1. The parties acknowledge that Lessor has submitted the license for Station WAL-20 to the FCC for cancellation, have consummated the assignment of "F"-channel licenses, have executed the "F Channels Lease Agreement" which provides for continued use of the channels by Lessor until such time as adequate replacement facilities are authorized, constructed and operated and further acknowledge the definition of "Channels" in the Agreement shall no longer include Station WAL-20, Station KQT-48 or Station KMA-57.

2. Subparagraph 2 (a) is amended as follows:

Delete the words "as well as half of the vertical blanking interval capacity on the channels" and replace them with "including the response channels associated with each of the Channels, pursuant to Section 74.939 of the Commission's rules," and replace the word "time" with "capacity" throughout the subparagraph.

3. Subparagraphs 2(b) and 2(c) are replaced with the following:

(b) Digital Operation, Capacity Division, and Permissible Uses of Channels:

(i) Implementing Digital Technology.- Lessee and Lessor hereby agree to employ digital modulation technology in the operation of the Channels pursuant to the below-referenced terms and conditions. The Parties agree to cooperate to achieve the conversion from analog to digital modulation over the Channels upon a reliable, expedient and mutually satisfactory basis, including using best efforts to file and prosecute any necessary and appropriate applications before the FCC. Lessee shall

bear the costs of preparing and prosecuting said applications, including, but not limited to, all legal and engineering fees incurred by Lessor in cooperating with Lessee's requests, including the fees and expenses incurred by counsel attending technical meetings which are requested by Lessee, but not including legal fees and expenses associated with the negotiation and amendment of contractual agreements between the Parties including those associated with this Third Amendment. This exclusion for the aforementioned legal fees is the only limitation intended by the parties to the responsibility of Lessee to pay costs defined in Paragraph 4(a) of the Agreement.

(ii) Channel-sharing Plan. Lessor and Lessee agree that the following plan for the use of all 2.5 GHz channels in the Market is the Lessee's preferred plan as of the execution of this Agreement:

However, Lessor and Lessee expressly acknowledge that neither Party has the right to bind third party licensees as to the use of their channels. Furthermore, Lessor and Lessee acknowledge that business, technical and regulatory exigencies may necessitate changes to the frequency plan. Therefore, Lessee hereby commits to using good faith, best efforts to effectuate the above frequency plan, but not to be bound by the plan.

With the foregoing qualifications, following the completed conversion to digital technology, Lessor shall have the full-time use of _____ as

follows:

, capable of being transmitted from OFC and from associated booster stations, specifically the transmission facilities at Peabody, Needham, Andover, Framingham and, if necessary, Great Blue Hill, and also the Later Stage Boosters as described in Paragraph 5 below, and installed by Lessee for (hereinafter the specific transmission facilities identified in this sentence as well as Later Stage Boosters designated in Paragraph 5 shall be referred to as the "Boosters"). In addition, Lessor shall have the full-time use

to be identified in the manner described below. Lessee shall have the full-time use of the remaining Channels and the full capacity of all "response" channels. Lessee shall make a determination as

which is fit and suitable for Lessor's intended use, on or before the installation of the first of the Later Stage Boosters as specified in Paragraph 5 below. Lessee shall provide Lessor with notification of this determination and will share with Lessor all non-confidential technical studies that Lessee used in making the determination. Lessor at its option may choose instead to have :

to be determined through good faith consultation of the Parties and which is fit and suitable for Lessor's intended use. This channel plan may be changed by written agreement of the Parties. The Party seeking a change in the plan must make its proposal at least ninety (90) days prior to the proposed date of initiation of such revised plan. As long as the revised frequency plan submitted to Lessor does not materially increase the level of interference to Lessor's then current and operational receive sites, permits Lessor to continue serving its then current and

operational receive sites with downstream transmissions, and does not result in any monetary costs to Lessor, the revised frequency plan shall be adopted. If the aforementioned conditions are not met, the Parties hereto shall coordinate in good faith and agree on a revised frequency plan with all deliberate speed. Lessor shall use its Channels only to serve Lessor's institutions for educational, charitable and non-commercial purposes. For purposes of this Agreement, "Lessor's institutions" is defined as "schools, hospitals, nursing homes, parishes, and such other charitable and non-commercial entities as are associated with the Archdiocese of Boston." This plan for channel operation and sharing shall replace that described in Paragraphs 2(a) and (b) of the Agreement.

(iii) Content. Following the conversion to digital technology, each Party may in its discretion, subject to the foregoing, use its allocated capacity hereunder to transmit any type of wireless service, provided said use shall be in compliance with the FCC's rules and regulations and, for one-way downstream video content selected by Lessee, the content restrictions in Paragraph 8 of the September 25, 1993 Agreement as amended at page 2 of the September 29, 1995 Amendment, and as further amended herein at Paragraph 11 of this Third Amendment. The Parties shall use best efforts to cooperate to obtain any necessary FCC approvals for the distribution of Lessor's ITFS programming as contemplated by the Third Amendment, and for authority to transmit other services Lessee and Lessor may wish to provide on the Channels. Under no circumstances will Lessor use the Channels to compete directly or indirectly with any commercial application of wireless services offered by Lessee within

the protected service area of the Boston System except for the educational services contemplated by this Agreement.

(iv) Flexible and two-way use of channels. Subject to FCC rules and policy as may be adopted in Docket No. 97-217, and in any event conditioned upon strict non-interference to Lessor's activities, prior to and following the conversion to digital technology, Lessee may employ "channel loading" and/or "channel mapping," "two-way" operation as described in (b)(ii) above, "cellularization" and "sectorization" as those terms are understood in the wireless industry. Lessee will share with Lessor all non-confidential technical information concerning the design of facilities operating within the System and all equipment utilized for control of transmitters within the System that directly impact Lessor's use of the Channels and Lessor's FCC licensing requirements, and will use best efforts to ensure that Lessor's Chief Engineer will have access to contractors and suppliers responsible for the design and operation of the equipment within the System to the extent such design and operation directly impacts Lessor's use of the Channels and Lessor's FCC licensing requirements.

(v) Encoders. Within two weeks of the execution of this Third Amendment, Lessee shall transfer title to _____ presently located at the Headend to Lessor and dedicate those encoders solely to converting Lessor's programming from analog to digital format. Lessee shall provide Lessor with such documentation as is necessary for proof of ownership, including, but not limited to, one or more Bills of Sale, and assignment of any outstanding warranties or guarantees. Upon such transfer, Lessor shall have the rights, benefits and obligations of ownership, including bearing any and all insurance costs, operating and maintenance costs and

taxes associated with said ownership. Lessor shall keep the encoders at the Headend only so long as necessary to design, test and implement the Studio-Transmitter-Link requirement of the subparagraph (viii) below. During this period, Lessee shall continue to provide Lessor with the current remote control and monitoring capability of the encoder system at Lessor's studio facilities, until the fulfillment of subparagraph (viii) below.

(vi) Conversion of Receive Sites. Lessee hereby acknowledges that Lessee has substantially completed the conversion to digital technology, under the direction and with the provisional consent of Lessor, including having performed a Standard Conversion of Lessor's receive sites as identified on Exhibit 1 attached hereto. The outstanding receive sites yet to be converted are identified herein in Exhibit 2. As to the outstanding receive sites, Lessee shall, with Lessor's assistance, convert those sites as quickly as is practicable. A Standard Conversion means that Lessee has, as necessary, for Lessor's intended use, reoriented the receive antenna(s), replaced the down converter and any other equipment or cabling required, installed one or two decoders as necessary, to receive and convert digital signals to analog in a manner that has maintained a continuity of Lessor's existing service. Lessor may designate in writing, pursuant to Paragraph 4(a), up to an . . . receive sites that Lessee shall be obligated to install with a Standard Installation or a Standard Conversion at its sole and exclusive expense. A Standard Installation means that Lessee has, as necessary, for Lessor's intended use, installed a receive antenna, down converter and any other equipment or cabling required, installed one (1) or two (2) decoders, as necessary, to receive and display digital signals on a television

set, said television set not to be included as part of the Standard Installation. With respect to the additional receive sites, each site selected by Lessor must be able to receive adequate signal from transmission sites described in this Third Amendment, specifically, OFC, Andover, Framingham, the First Stage Boosters, as that term is hereinafter defined, or the Later Stage Boosters, as that term is hereinafter defined. Ownership of and title to the decoders and other equipment installed pursuant to the above shall be transferred to Lessor upon installation, and Lessor shall have the benefits, rights and obligations of ownership. If Lessor wishes to convert to digital operation more than those receive sites identified ^{above in this Paragraph} ~~on Exhibit A~~, Lessee will convert such additional receive sites upon Lessor's written request and Lessor shall reimburse Lessee for Lessee's costs associated with a competent, efficient workmanlike conversion of such additional receive sites. Upon reimbursement by Lessor of said costs, ownership and title to any equipment installed at said additional receive sites shall immediately vest in Lessor. Lessor shall use its best efforts to assist Lessee in performing any conversions under this paragraph, including arranging access within a reasonable period of time following Lessee's request for assistance, to the receive sites by Lessee's technicians. Lessee shall use its best efforts in providing trained technicians, professional quality materials and necessary test equipment to establish baseline performance data of the receive system. Lessee and Lessor shall each use its best efforts to meet its scheduled obligations established under this subparagraph.

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(vii) Operation and Maintenance. The parties expressly acknowledge that Lessor maintains ultimate supervision and control over the operation and maintenance of its Channels. Lessor shall be responsible for, and conduct, the maintenance of its dedicated ITFS Equipment. Lessor will be provided access to its dedicated ITFS

Equipment for maintenance purposes on a pre-scheduled basis, and immediate access for emergency repairs. Lessee shall be responsible for, and conduct, the operation and maintenance of the Common Equipment. In good faith and cooperation, both Parties may request permission to assist in the operation and maintenance of each other's equipment. A party responsible for damaging equipment is responsible for the prompt repair and replacement of the damaged equipment.

(viii) Studio-to-Transmitter (STL) and Transmitter-Studio Links (TSL) and Relocation of Encoders. Lessor is the licensee of several stations in the Private Operational Fixed Service, and Lessee is the licensee of Cable Antenna Relay Service ("CARS") license, Call Sign WLY-570 ("Station WLY-570"), that is authorized to transport programming from Lessor's studio to be received at OFC. Upon signature of this Third Amendment, Lessee and Lessor shall continue to work together at Lessee's expense, not to exceed

to be paid by Lessor to Lessee pursuant to this paragraph), to design, coordinate and license WLY-570 to redirect one (1) of its three (3) channels to transmit from OFC to be received at Lessor's studio, if permitted by the FCC, and to permit the relocation of encoders described in Paragraph 2(b)(v) hereof to Lessor's Studio and the transmission of Lessor's video programming in a manner that provides sufficient quality and reliability comparable to the Lessee's video transmissions from Needham to OFC, provided, however, that Lessee shall not be required to add additional channels to WLY-570. Lessee and Lessor shall work together to design, coordinate and license suitable return microwave facilities to accomplish Lessor's requirement for continuity of service for its microwave facilities used for production purposes such that the relay point for those facilities can be

changed, if permitted by the FCC, from the Prudential Center to OFC. The Parties shall seek the modification of WLY-570 to permit digital operation, and, if allowed by the FCC's rules, assignment of the license for Station WLY-570 from Lessee to Lessor. If and when the FCC grants authority for digital operation of WLY-570, Lessor shall pay Lessee . As soon as Lessor has made the payment, Station WLY-570 is converted, pursuant to FCC authority, to digital operation at Lessee's expense, and, the relay point for Lessee's production feed system has been successfully relocated, the encoders described in Paragraph 2(b)(v) hereof will be relocated to Lessor's studio at a schedule mutually agreed to by Lessee and Lessor. The transmitters and receivers utilized in connection with Lessor's transmissions on WLY-570 installed pursuant to this paragraph following the successful conversion to digital operation shall be considered dedicated ITFS Equipment pursuant to Paragraph 7 hereto. Except for Station WLY-570 and except as provided in Paragraph 7 of this Third Amendment, Lessee will not be required to purchase and install any microwave systems for Lessor's use; provided, however that Lessee shall assist Lessor in installing at OFC the relocated microwave facilities used in Lessor's production system and shall provide Lessor, , with rack space for installation of said microwave facilities at OFC during the term of the Agreement. Lessor shall pay for any additional equipment required for additional program streams or transmission of other programming. The Parties acknowledge that the transmitters and receivers located at the Headend associated with the point-to-point microwave links applied for or licensed to Lessor to transport programming from the Cardinal's Residence and the Cathedral of the Holy Cross to Lessor's studio via the Headend and the other production facilities are Lessor's owned equipment. Lessee and Lessor shall operate

and maintain all equipment referenced in this Paragraph in accordance with Paragraph (2)(b)(vii).

(ix) Transitional Use of Lessor Boosters. In consultation with Lessee, Lessor agrees to permit the utilization of its boosters at Andover, Framingham and, if necessary, Great Blue Hill for transmission of instructional programming required by Lessor and by one or more other area ITFS licensees to the extent and for the time permitted by Lessor's site Licensees. The "boosters" discussed in this paragraph are to be located, subject to FCC approval, where ITFS repeater stations presently operate at Framingham, Andover and, if necessary, Great Blue Hill, and are envisioned only as a transitional requirement until Lessee builds out its Boston market system fully as envisioned in Paragraph 5 of this Third Amendment. Except as described in Paragraph 7 below, all costs of modification of the boosters shall be borne by Lessee. Lessee expressly acknowledges the potential for and the need to avoid the technical phenomenon commonly referred to as self-interference by and between the signals emanating from the Headend and the co-channel signals emanating and being received at the Andover and Framingham boosters. Lessee therefore agrees to retransmit Lessor's programming on a frequency diverse non-co-channel basis for three months from the execution of this Third Amendment to allow for the transition of Lessor's Channels to the Headend. During this three month period, Lessee and Lessor shall conduct mutually agreed upon tests to confirm that the co-channel usage of the Andover and Framingham boosters will not produce self-interference or related technical problems. Upon Lessor's acceptance of the test results, Lessee shall be authorized to transition the Andover and Framingham booster sites to co-channel operation. If Lessor is not reasonably satisfied with the test results, Lessor and Lessee

will meet to determine the next course of action, which may include using additional time to implement technical improvements to correct the situation, continuing frequency diverse, non-co-channel operation until the problem can be corrected. The Parties agree to cooperate and use best efforts to file and prosecute any necessary and appropriate applications before the FCC to license the boosters contemplated by this Paragraph 2(b)(ix), as amended. Lessee shall bear the costs of preparing and prosecuting said applications.

(x) Payment

(xi) Continued Right of Access to OFC. Lessee and Choice represent that they will take no action to disturb the rights given to Lessor pursuant to the "Amendment of License Agreement" of July 16, 1997 between Dewey and Choice.

4. Delete the title of Paragraph 3 of the September 25, 1993 Agreement and replace it with "Integration of Lessor's Programming, Out of Market Service and Cooperation with No Objection Letters." Add "(a)" prior to the word "Lessee" in the first line of Paragraph 3 to delineate a subparagraph (a). Add at the second line the words "Cable Channel" before the word programming, and add the following new subparagraphs (b) and (c) to the end of Paragraph 3:

(b) Lessee recognizes that Lessor desires to serve Plymouth and Bridgewater, Massachusetts with the BCTV Cable Channel. In the event that Lessee, CAI, or any of its subsidiaries operates a wireless system that covers these areas, with no affirmative

obligation on Lessee to either operate such a system or to design the system to cover these areas, Lessee will use best efforts to carry the BCTV Cable Channel to Plymouth and Bridgewater. Lessee, CAI, or any of its subsidiaries will make provision of the BCTV Cable Channel a priority in the system design and will provide said capacity to Lessor, and Lessor shall bear all expenses associated with the transmission and reception of the BCTV Cable Channel in these areas, including any costs associated with delivering the BCTV Cable Channel to the appropriate transmission site. Lessee shall immediately contract with CAI or any of its subsidiaries, to fulfill the intent of this paragraph. Any agreement for assignment or sublease of Lessee's rights of Lessee, CAI or its subsidiaries to deploy the MDS and ITFS spectrum in the Providence, Rhode Island market shall include an obligation on the part of the Assignee or Sublessee to use its best efforts to effectuate this Paragraph.

(c) Lessor agrees to provide any "no objection letters" or consents to interference requested by Lessee, provided that the grant of the application requiring said letter will not cause material interference to transmissions of Lessor's signals on its reserved Channels or the reception of such signals transmitted on Lessor's reserved Channels at Lessor's authorized receive sites. Lessor shall not provide any "no objection letters" that impact any of the Channels Lessee is utilizing pursuant to this Third Amendment without the prior approval of Lessee. Subject to the same conditions, Lessee also agrees to provide "no objection" letters to Lessor, in the event Lessor applies independently for facilities required beyond those constructed by Lessee, and Lessee agrees also to use best efforts to secure consent letters from ITFS licensees in adjacent markets with which Lessee, CAI or its subsidiaries have lease agreements.

5. Paragraph 4(a) of the September 25, 1993 Agreement is amended by replacing the first and second sentence with the following:

Lessor and Lessee agree to cooperate to obtain and implement FCC authority to relocate the Prudential Center transmit sites of the Channels to the Headend. Lessor and Lessee shall also cooperate in the design, construction and operation of the Booster locations which extend the signal from the area reached by the Headend. Lessor has agreed to the construction of Booster locations at [redacted] ("the First Stage Boosters"), which are presently operating under a developmental license issued to Lessee. At the earliest opportunity as permitted by FCC rules, Lessee will prepare for filing by Lessor applications for regular authorization for use of the Channels at the First Stage Booster locations. In addition, Lessee shall install and operate additional Boosters at locations to be determined in the approximate vicinity of [redacted] ("the Later Stage Boosters"). The Later Stage Boosters are intended to replace the Andover and Framingham stations, and along with the Headend and First Stage Booster locations will be capable of [redacted] Of the Later Stage Boosters, subject to regulatory approvals, site availability and equipment availability, Lessee shall use its best efforts to construct the first Later Stage Booster within [redacted] the execution of this Third Amendment; the second Later Stage Booster within [redacted] of the execution of this Third Amendment; and the third Later Stage Booster [redacted] months of the execution of this Third Amendment. When Lessee replaces the transmission facilities at Andover and Framingham with the Later Stage Boosters, Lessee shall insure continuity of downstream video service by Lessor, and shall pay for the relocation and installation of the necessary transmission equipment from the Andover and

Framingham facilities to the Later Stage Booster sites. If Lessor desires to install facilities at sites other than those installed by Lessee as specified in this Paragraph, Lessor shall first give Lessee the opportunity to design and install sites to provide equivalent coverage of Lessor's receive sites. If Lessee chooses to install equivalent facilities, Lessee shall do so at its expense, except for such equipment exclusively dedicated to Lessor's transmissions. Any facilities to be installed by Lessor shall be done in consultation with Lessee to insure compatibility and non-interference with the facilities Lessee wishes to install for its commercial purposes, and facilities installed by Lessee shall not interfere with the facilities installed by Lessor, provided Lessor has followed the procedures for notifying Lessee of such facilities as described in this paragraph. Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC, including applications for response stations pursuant to Section 74.939 of the Commission's rules. The parties acknowledge that, in anticipation of the Third Amendment, Lessor filed modification applications to relocate Stations KQT-47, KVQ-24, and KLC-85 to OFC, and that Lessee filed a modification application to relocate Station KQT-48 to OFC. The Parties shall use best efforts to implement the licenses as modified.

6. A new Paragraph 4(c) is added, as follows:

(c) Transmitter Site Access, Monitoring and Control Facilities. Lessee shall provide to appropriate Lessor personnel 24-hour access to the transmitter sites which serve Lessor receive sites for emergency repairs in accordance with Paragraph 2(b)(vii), so long as Lessor agrees to appropriate security precautions and procedures. Lessee shall provide to Lessor at Lessor's studio the necessary equipment and

connections to permit full-time remote monitoring and control of the Channels at the Headend and at Lessor's repeater station sites.

7. Paragraph 7 of the September 25, 1993 Agreement is deleted in its entirety and replaced by the following:

ITFS Channel Equipment. The Parties shall

dedicated exclusively to Lessor's transmissions at the Later Stage Boosters, excluding the equipment relocated from the Andover, Framingham and, if necessary, Great Blue Hill stations; but including the equipment at the Headend and all Boosters dedicated exclusively to Lessor's and also the incremental costs associated with Lessor's incremental use of backhaul point-to-point microwave equipment used to connect the First Stage and Later Stage Boosters back to the Headend (exclusive of the STL/TSL described in Paragraph 2(b)(viii) should Lessor develop such facilities). Where Lessee has decided to lease or install landline point-to-point facilities at locations desired by Lessor, Lessor shall pay the incremental costs associated with Lessor's use of such facilities. Except for Lessor's obligations to convert and install receive sites specified in Paragraph 2(b)(vi) as amended herein, Lessor shall be solely responsible for the cost and installation of end user-premises facilities used by Lessor in association with Lessee shall transfer ownership of all dedicated ITFS Equipment, specified in Exhibit 3 hereto and as amended from time to time as new facilities are installed, to Lessor, upon installation, except for equipment installed and in use at the time of execution of this Third Amendment. Upon such transfer of the dedicated ITFS Equipment, Lessor shall have the rights, benefits and obligations of ownership, including bearing any and all insurance costs, operating and maintenance costs and taxes associated with said

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ownership. The equipment identified on Exhibit 4 attached hereto, which is equipment common to other ITFS and MDS licensee/lessors operating from the Headend, and the Boosters (hereinafter "Common Equipment") shall be leased to Lessor for \$1.00 per year for a term coterminous with this Agreement and/or any renewal terms. Upon the termination of this Agreement and/or renewal terms, provided such termination is not due to Lessor's material breach or Lessor's voluntary termination or non-renewal for reason other than Lessee's Material Breach, Lessee shall take all reasonable and appropriate steps to insure that Lessor has continued access to the Common Equipment in place at the time of termination at non-profit fair market lease rates. Such steps shall include, but not be limited to, conditioning any sale or other alienation of the Common Equipment to a third party upon the third party agreeing to enter into a lease agreement with Lessor on non-profit fair market lease rates, along with other appropriate terms and conditions that insure continued access by Lessor to the Common Equipment.

8. Paragraph 9(b) is amended by replacing the second sentence with the following:

A Material Breach shall include, but not be limited to, failure of the Lessee to make any payment due under this Agreement for the Prudential Center lease or to Lessor; failure to be utilizing Lessor's channels as part of a wireless communications system within . . . of the execution of the Third Amendment to this Agreement; failure of the Lessee to construct in a timely fashion Lessor's modified facilities after obtaining authorization from the FCC; failure of the Lessor to comply with the rules, regulations and policies of the FCC, including the filing of all necessary applications and forms to maintain the FCC licenses for ITFS Channels.

9. The Initial Term of the Agreement shall be extended ten (10) years from the date of execution of this Third Amendment. Any renewal terms contemplated by Paragraph 1(b) in the Agreement shall become effective after the Initial Term defined above. Paragraph 5(c) of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following :

(c) On the tenth (10th) day following the end of each month, commencing either twelve (12) months from the execution of this Agreement (September 25, 1994), or when the Lessee's wireless cable system becomes operational in the Metropolitan area, whichever is sooner, the Lessee shall pay the Lessor monthly payments in consideration for Lessor's lease and capacity on its ITFS channels to Lessee.

10. Unless this Third Amendment specifically addresses and amends provisions in the Agreement, the remainder of the Agreement shall remain binding, valid and in effect.

11. The Amendment of September 29, 1995 is modified at Paragraph 2 to delete all but the first two sentences of the paragraph, and to add: Lessee shall establish and follow a Program Mission Statement consistent with this paragraph to govern the development and operation of its consumer video system on the Channels.

12. All capitalized terms used herein, unless otherwise defined, shall have the same meaning set forth in the Agreement.

13. This Third Amendment shall be binding upon and inure to the benefit of the Parties, their heirs, successors, executors or assigns.

14. The invalidity of any provision or provisions of this Third Amendment shall not affect the other provisions, excepting for Paragraph 8 of the Agreement as modified by Paragraph 2 of the September 29, 1995 Amendment and Paragraph 11 of this Third Amendment, and the Third Amendment shall be construed in all respects as if any invalid provisions were omitted.

15. This Third Amendment may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute a single and jointly executed instrument. Faxed signatures shall be deemed effective as an original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized agents or officers as of the day and year first above written.

ATTEST:

Karen A. Perruolo

BOSTON CATHOLIC TELEVISION CENTER,
INC.

By: Francis T. McFarland

Name: Francis T. McFarland

Title: Director

ATTEST:

Todd W. Marshall

COMMONWEALTH LICENSE, INC.

By: G. Stevens-Kittner

Gerald Stevens-Kittner
Senior Vice President

ATTEST:

Donna A. Brilaguer

COMMONWEALTH CHOICE TELEVISION,
INC.

By: G. Stevens-Kittner

Name: Gerald Stevens-Kittner

Title: Senior Vice-President

Boston, MA

E Group

-

WMI863

Licensed to Nextel

Boston, MA

F Group

-

KQT48

Licensed to Nextel

Boston, MA
G Group
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KLC85

EXCESS CAPACITY LEASE AGREEMENT

Executed
9/15/93

This Agreement, entered into on the 25th day of September, 1993, by Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor and CAI Associates, Inc., a Connecticut corporation whose mailing address is P.O. Box 2232, Ballston Spa, New York 12020, as Lessee.

WHEREAS, the Federal Communications Commission ("FCC") has authorized licenses for Instructional Television Fixed Service ("ITFS") channels to lease excess capacity for non-ITFS users, and

WHEREAS, Lessor is the licensee of the following ITFS channels assigned to the Boston, Massachusetts and surrounding areas (hereinafter "Metropolitan Area");

G1-G4, Danvers, WAL-20 and Framingham, KLC-85;

D1-D4, Boston, KVQ-24;

A1-A2, Boston, KQT-47;

F1-F4, Milton (Great Blue Hill), KQT-48, and Andover (Wood Hill), KMA-57, and

WHEREAS, Lessor has determined that excess capacity exists after the fulfillment of its ITFS requirements, and

WHEREAS, Lessee intends to develop, market and operate a wireless cable system offering wholesome family-oriented programming in the Metropolitan Area in part by leasing capacity on BCTV's channels, as well as by leasing or owning channel capacity on other microwave channels in the Metropolitan Area (hereinafter "the Channels"); and

WHEREAS, Lessee does not intend to disseminate any programming or other services on the Channels which would be inconsistent with

the teachings of the Roman Catholic Church, as more fully enunciated in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Term.

Term -

(a) The term of this Agreement shall commence upon the date of its execution and shall extend for a period of ten (10) years (hereinafter referred to as "Initial Term"), unless the Agreement is voluntarily terminated by written consent of both parties, or involuntarily terminated as provided in Paragraph 9 below.

Start Date

(b) Six months before the expiration of the Initial Term for the Metropolitan Area, Lessee and Lessor shall meet to negotiate the terms of one or more additional ten (10) year renewal terms ("Additional Renewal(s)"). During the Initial Term, unless Lessee provides Lessor with written consent to do so or unless Lessee has been adjudged to be in bankruptcy and/or is no longer a going concern, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channel(s) for which it is a licensee in the Metropolitan Area with any individual or entity other than Lessee, nor shall it use the channels itself, for commercial purposes. Lessee hereby expressly acknowledges that Lessor currently has agreements with Boston University and with Northeastern University for the use of some of Lessor's channel capacity, and agrees that there is nothing inconsistent about the continued existence, operation or execution of those agreements with this Agreement.

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(c) Lessee and Lessor shall use their best efforts to negotiate reasonable terms and conditions for one or more Additional Renewals. If, after six (6) months, the parties have not reached an agreement on reasonable terms and conditions for one or more Additional Renewals, the Agreement shall terminate without further liability on the part of either party.

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(d) If the parties are unable to reach an agreement to renew this lease pursuant to the foregoing paragraph, for a period of one year following the expiration of the Initial Term, Lessee shall have a right of first refusal to match any offer which contemplates the lease of excess capacity on Lessor's channels. Pursuant to the terms of the right of first refusal, Lessor shall notify Lessee in writing within thirty days of Lessor's receipt of a bona fide offer to lease excess capacity of the terms of such offer. Lessee shall then have twenty days of the date Lessor mails the written notification of the bona fide offer to advise Lessor in writing of its decision to match said offer. If Lessee does not notify Lessor that it has decided to match said offer, Lessor shall have thirty days thereafter to enter into a binding agreement on the same terms and conditions as contained in the notification to Lessee with the new lessee. If Lessor does not enter into a binding agreement pursuant to the preceding sentence, Lessee's right of first refusal shall be reinstated.

(e) If the Parties are unable to reach an agreement for Additional Renewals, Lessor shall have the option to acquire the Leased Equipment, as that term is hereinafter defined, at the then current fair market value, and Lessee shall execute any and all

documents necessary to transfer good and marketable title to the Leased Equipment to Lessor.

(f) It is understood by both parties that Additional Renewals are conditioned on Lessor receiving a renewal of Lessor's ITFS license from the FCC for the Metropolitan Area. In the event Lessor's license is not renewed for the Metropolitan Area, the parties will have no further liability to the other, unless non-renewal has occurred due to a grossly negligent or willful act on the part of Lessor, in which case Lessor shall be deemed to have committed a material breach of the Agreement and Lessee shall have whatever rights and remedies are available to it in law or in equity.

2. Lease of Excess Capacity.

(a) Number of Hours Excluded From Lessee Time. Lessor agrees to lease to Lessee all the "excess" capacity on its ITFS channels in the Metropolitan Area, as well as half of the vertical blanking interval capacity on the channels, for the term of this Agreement. The remaining time available over and above the time utilized for Lessor's educational programming, for other educational institutions' educational programming, and for other Archdiocesan purposes (hereinafter "Lessor's use" or "Lessor's ITFS use"), on Lessor's channels shall be considered "excess capacity," as that term is defined by the rules, regulations and policies of the FCC, and available to Lessee for entertainment programming (hereinafter "Lessee Time").

(b) Scheduling of ITFS Usage. Upon execution of this Agreement, the parties agree to work together in good faith to determine the precise number of hours Lessor wishes to utilize for

its educational programming, and which hours shall be available to Lessee for its entertainment programming, with each party recognizing the need of the other for the use of the channels for their respective purposes. On Channels A1 and A2, Boston, KQT-47, G1-G4, Danvers, WAL-20, and F2 and F4, Milton (Great Blue Hill), KQT-48, Lessor shall reserve for its use, for the first two years of operation, twelve (12) hours per week per channel; after the first two years of operation, a minimum of twenty (20), up to a maximum of forty (40) hours per week per channel. For the remaining channels, the parties shall determine in consultation with each other the amount of excess capacity available on such channels, recognizing that Lessor shall always have ready access to at least forty (40) hours per week per channel for Lessor's ITFS Use of such channels. Within ninety (90) days after the execution of this Agreement, the parties shall designate in writing the specific air time hours Lessor will utilize, and which hours shall be available to Lessee on each of the subject channels. Thereafter, in the event the parties wish to modify the air time schedule, the parties shall confer with each other to reach an agreement on the revised schedule. In recognition of the need of Lessee to have advance notice of any modification in the program schedule of any channel, Lessor shall provide at least ninety (90) days advance notice of its desire to modify the schedule.

(c) Channel Mapping or Loading. To the extent permitted by the FCC, and so long as it does not result in the disruption of Lessor's programming, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms are

defined by the FCC's rules and regulations, in the dissemination of Lessor's programming over the subject channels.

3. Integration of Lessor's Programming. Lessee agrees to integrate Lessor's programming into the overall communications service offered to subscribers, without cost charged to Lessor. This integration shall include, but not be limited to, listing Lessor's material in any program guides distributed to subscribers, inclusion in advertising and promotional materials, and full attribution to Lessor as the source of the material.

4. Transmission and Receive Facilities.

(a) Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC to secure whatever modification licenses both parties shall deem appropriate, after good faith consultation with each other. The parties contemplate that such modifications would result in the collocation of Stations KMA-57 and KLC-85 on the "F" and "G" channel groups, respectively, to the Prudential Center location of Station KVQ-24 and KQT-47 on the "D" and "A" channels respectively. All legal, technical, equipment, personnel and other expenses associated with the modification of Lessor's facilities shall be borne by Lessee from the date of the execution of this Agreement until its termination. Lessee also agrees to purchase and install at its expense equipment and associated down converters capable of enabling Lessor to adequately receive its programming to up to an additional fifteen (15) receive locations identified by Lessor in writing for the receipt of Lessor's ITFS programming. Lessee agrees that any and all receivers it installs for subscribers to its system shall be capable of receiving Lessor's programming at no

additional cost to Lessor. Upon installation of such receive equipment, complete ownership of such equipment shall immediately reside with Lessor.

(b) Any equipment, other than the receive equipment referred to in the preceding Paragraph, purchased and installed by Lessee for purposes of disseminating Lessor's programming, including transmitters, transmission lines, antennas, receivers and studio-to-transmitter links as are required to operate the ITFS channels in accordance with the provisions of such revised authorizations shall be leased to Lessor pursuant to Paragraph 7 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment.") Lessee, or its designee, shall retain title to the Leased Equipment, which may be pledged as security for a loan by Lessee, during the term of this Agreement, and removed by Lessee, or its designee, upon the termination of this Agreement; provided, however, that if this Agreement is terminated due to non-performance of any obligation contained herein by Lessee, or if the parties do not enter into Additional Renewals, Lessor shall have the right to purchase the Leased Equipment at its then current fair market value, unrestricted by any pledge or other encumbrance of the Leased Equipment by Lessee, and any documents Lessee executes pledging the Leased Equipment as security for a loan shall reflect the right of Lessor to purchase the Leased Equipment upon non-performance by Lessee.

5. Compensation for Lease of Excess Capacity.

(a) Upon execution of this Agreement, Lessee agrees to pay Lessor a one-time signing fee of

Unless Lessor terminates or otherwise

materially breaches this Agreement within the first Thirty (30) months of the operation of Lessee's system, Lessor shall retain such funds, unless such termination is due to the material breach of this Agreement by Lessee.

(b) Lessee shall pay Lessor an additional _____ per channel in the market, or a total of _____, within One Hundred and Twenty (120) days of the execution of this Agreement. Lessor shall retain such per channel payments, unless Lessor terminates or materially breaches this Agreement within Thirty-Six (36) months of the operation of Lessee's system, unless such termination is due to the material breach of the Agreement by Lessee.

(c) On the tenth day following the end of each month, commencing either twelve months from the execution of this Agreement, or when Lessee's wireless cable system becomes operational in the Metropolitan Area, whichever is sooner, Lessee shall pay Lessor monthly payments in consideration for Lessor's lease of capacity on its ITFS channels to Lessee. For the first year of such monthly payments, Lessee shall pay Lessor

_____ per channel (based on fourteen (14) channels) per subscriber to Lessee's system in the Metropolitan Area per month; commencing on the twenty-fourth (24) month and continuing through the forty-seventh month after execution of this Agreement, Lessee shall pay Lessor _____ per channel per subscriber to Lessee's system; thereafter, and for the remainder of the Initial Term, Lessee shall pay Lessor an additional _____ per channel per subscriber after each twenty-four (24) month interval; provided, however, that regardless of the number of subscribers to Lessee's

system, Lessee shall pay Lessor a minimum of
per month.

(d) In the event Lessee becomes a programmer on a video dialtone system in the Metropolitan Area, Lessee shall dedicate one channel to BCTV in any such system, or otherwise make the equivalent of one full-time channel of Lessor's programming readily accessible to its customers.

(e) For purposes of computing the compensation due Lessor pursuant to Paragraph 5(c) above, the average number of subscribers for any month shall equal the number of subscribers as of the last day of the prior month plus the number of subscribers as of the last day of the current month divided by two. For purposes of the first payment due under this contract, the first month's number of subscribers shall form the basis for the computation. Only subscribers that are current with respect to their payments shall be considered for this purpose, provided however that the subscriber payments due and owing to Lessor shall be adjusted accordingly when late paying subscribers make their payments for past months. In those situations where programming is sold in bulk, i.e., where a number of viewing units are grouped for billing purposes, such as may be the case with hotels and condominiums, the number of equivalent subscribers shall be determined by dividing the total monthly revenues derived from such bulk billing units by Lessee's then prevailing monthly rate for the channels to individual subscribers in the Metropolitan Area.

(f) Lessee shall, along with each monthly payment, provide Lessor with a certificate signed by an executive officer of Lessee showing the average number of subscribers served during said

month, together with other information reasonably requested by Lessor. It is presently anticipated that the bulk rate discount shall be 66.66 percent discounted from the standard rate. Lessee shall not be liable for any good faith mistake of fact with respect to such certificates.

(g) In the event Lessee's system commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Lessor's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(h) Upon execution of this Agreement, and upon the submission to Lessee of invoices from Lessor's attorneys indicating the hourly rate and time spent, on a daily basis, in connection with the negotiation of this Agreement, Lessee agrees to pay Lessor's legal fees in connection with the negotiation of this Agreement.

6. Right to Audit. Upon written notice to Lessee at least ten (10) business days in advance, Lessor shall have the right to inspect or audit all records and accounts covered by this Agreement. Said inspection or audit may be conducted by Lessor or any other persons designated by Lessor. Lessor agrees to maintain the confidentiality of all information so obtained.

7. ITFS Channel Equipment Lease. Lessor shall lease from Lessee all equipment purchased and installed by Lessee (other than the receive equipment referenced in Paragraph 4 above) pursuant to Paragraph 4 of this Agreement. The terms of the lease agreement are as follows:

(a) Rent. Lessor shall pay to Lessee the total amount of _____ per year for any use of the Leased Equipment, it being understood that Lessor's provision of the air time at the rates provided in this Agreement is full consideration for Lessee's lease of equipment to Lessor.

(b) Taxes. Lessee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Lessor, and Lessee shall be entitled to claim depreciation and investment tax credits thereunder for income tax purposes.

(c) Maintenance and Operating Costs. Lessee shall be required to bear all costs associated with maintaining and operating the Leased Equipment.

(d) Term. The term of the equipment lease shall commence upon the date of installation of the transmission equipment and shall end upon the termination of this Agreement.

8. Control Over Programming. Notwithstanding anything in this Agreement to the contrary, it is agreed and understood by the parties hereto that Lessee's use of the Channels shall at all times be consistent with the teachings of the Roman Catholic Church as enunciated by the Holy Father and the Bishops in communion with him. In this regard the parties hereto shall rely upon and defer to the teaching authority of the Roman Catholic Archbishop of Boston. In accordance with the preceding sentence, Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the Channels. At the present time, it is believed that this programming will be supplied by one or more

programming networks, such as C-Span, CNN, ESPN, The Discovery Channel, The Family Channel, Nickelodeon, Arts & Entertainment, and similar programming services. Lessee hereby agrees not to air any movies on the Channels which carry an "R" rating, and to obtain Lessor's prior approval for any programming or other transmissions, whether or not such transmissions constitute video programming services which will be transmitted over the Channels. Lessee will seek Lessor's prior approval in writing at least Seven (7) days in advance for any and all transmissions on the Channels. Lessor shall have the right to veto any transmissions which Lessee may propose to air on the Channels. Any breach of this Paragraph 8, notwithstanding any other provision in this Agreement, shall constitute cause for immediate termination of this Agreement by Lessor, upon transmittal of written notice to Lessee.

9. Transfer and Termination.

(a) This Agreement may be terminated by Lessee upon thirty (30) days written notice to Lessor in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement. Should such termination occur, each party shall be entitled to retain all equipment and materials purchased or furnished by such party. There shall be a final accounting of monies due under this Agreement, and when completed, there shall be no further liability of one party to the other.

(b) Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of

thirty (30) days following the receipt of written notice from the non-defaulting party. A Material Breach shall include, but not be limited to, failure of the Lessee to be utilizing Lessor's channels as part of a wireless cable system within Thirty-Six (36) months of the execution of this Agreement; failure of the Lessee to construct Lessor's modified facilities as authorized by the FCC in a timely manner; failure of the Lessor to comply with the rules, regulations and policies of the FCC, including the filing of all necessary applications and forms to maintain the FCC license for the ITFS channels. A Material Breach shall also include the failure of Lessee to make the payments contemplated by Paragraphs 5(b) and/or 5(c) above, provided however, in the event Lessee fails to make the payment contemplated by Paragraph 5(b) above, Lessor's sole remedy shall be the termination of this Agreement. In the case of any other material breaches by Lessee, Lessor shall have whatever remedies are available through normal judicial proceedings. If Lessor terminates this Agreement for non-payment of fees owed pursuant to Paragraphs 5(b), Lessor shall retain the

Payment contemplated by Paragraph 5(a). If Lessor terminates this Agreement for any other material breach by Lessee, Lessor shall retain the payments contemplated by Paragraphs 5(a) and 5(b).

(c) Except as provided in Paragraphs 9(a) and (b) above, neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other. It shall be within the absolute discretion of Lessor whether or not to consent to the proposed assignment or transfer; provided, however, the Lessor

and/or Lessee may, without the consent of the other party, assign or transfer its rights and obligations under this Agreement to a wholly-owned subsidiary, partner or affiliate, provided that Lessor or Lessee shall remain primarily liable under this Agreement notwithstanding any such assignment or transfer. Both parties may subcontract any portion of their obligations under this Agreement to any partnership, joint venture, corporation or entity which the respective party may choose, provided that in the event of such subcontracting, the respective party shall remain liable to fulfill all of its obligations under this Agreement; provided, however, that Lessor may, in its sole discretion, reject such subcontract.

(d) Should Lessee decide to terminate this Agreement for any reason other than as provided in Paragraphs 9(a) and (b) above, Lessee shall first exert good faith efforts to find a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement. If, after nine months, during which Lessee shall remain obligated under this Agreement, Lessee shall be unable to locate a substitute Lessee willing to assume all of the rights, duties and obligations under this Agreement, Lessor shall have the option of agreeing to enter into a modified contract with a substitute Lessee, or terminating this Agreement. If Lessee chooses to terminate this Agreement, Lessor shall have the right to acquire the equipment associated with its ITFS operation from Lessee at the equipment's then current fair market value, or to require Lessee to maintain the operation of Lessor's ITFS transmission facilities for the remainder of the term of this Agreement; provided, however, that if Lessor enters into an excess capacity lease agreement for the subject ITFS channels at any time

during the remainder of the term of this Agreement, Lessee's obligation to maintain the operation of Lessor's ITFS transmission facilities shall cease. Under such circumstances, however, Lessor shall still retain the right to acquire the ITFS equipment associated with its ITFS transmission facilities from Lessee at the then current fair market value.

(e) Should Lessor decide to terminate, assign or transfer its obligations under this Agreement for any reason other than provided by Paragraphs 9(a) and (b) above, Lessor shall first exert its good faith efforts to find a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement. If, after nine months, during which Lessor shall remain obligated under this Agreement, Lessor shall be unable to locate a substitute Lessor willing to assume all of the rights, duties and obligations of Lessor under this Agreement, Lessee shall have the right to terminate this Agreement; provided, however, that under such circumstances, Lessee shall have the right to require Lessor to purchase the equipment associated with Lessor's ITFS channels at the then fair market value of the equipment, and compensate Lessee for the diminution in the value of Lessee's business as a going concern, including good will, as a result of Lessor's termination of the Agreement.

(g) If either party decides to terminate, assign or transfer its rights, duties and obligations under this Agreement, that party must provide ninety (90) days advance written notice, to

the other party in accordance with Paragraph 13. The date the written notice is sent shall be the first to be counted in calculating the periods of time contemplated by Paragraphs 9(c)-(f).

10. Agreement to Defend.

(a) Lessee hereby agrees to indemnify Lessor and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, joint or several, of whatever kind or nature which Lessor may sustain or to which it may become subject arising out of or relating in any way to the operation by Lessee of Lessor's ITFS facilities.

(b) Lessor hereby agrees to indemnify Lessee and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, joint or several, of whatever kind or nature which Lessee may sustain or to which it may become subject arising out of or relating in any way to the operation by Lessor of Lessor's ITFS facilities.

11. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to the adoption of a State law or action of any State oversight agency which prevents Lessor under this Agreement, and all requirements as to notice and other

performance required hereunder within a specified period shall be automatically extended to accommodate the period of dependency of any such contingency which shall interfere with such performance.

12. Specific Performance. The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notice. Any notice to be given by Lessee to Lessor under any provision of this Agreement shall be by certified mail to Reverend Francis T. McFarland, Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts, 02158-9109, with a copy to Steven C. Schaffer, Schwartz, Woods & Miller, 1350 Connecticut Avenue, N.W., Suite 300, Washington, DC 20036, and by

Lessor to Lessee by certified mail to Mr. Jared E. Abbruzzese, President, CAI Associates, Inc., P.O. Box 2232, Ballston Spa, New York 12020 with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006.

14. Severability. Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall stay in effect and the parties agree to use their best efforts to negotiate a replacement article which is not invalid.

15. Venue and Interpretation. Venue for any cause of action or between Lessor and Lessee shall be Massachusetts and all provisions of this Agreement shall be construed under the laws of Massachusetts.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties.

17. Subsequent Changes in FCC Rules. If, subsequent to the execution of this Agreement, the FCC amends its rules or policies governing any aspect of this Agreement, the parties shall amend this Agreement to bring it into conformance with such amended FCC rules or policies.

18. Condition Subsequent. It is understood by the parties hereto that Lessor reserves the right to review any references to Lessor's channels or this Agreement in any document prepared under the supervision or control of Lessee to be utilized by Lessee for purposes of offering to sell shares of stock in Lessee's company,

or in an assignee or successor to Lessee as contemplated in Paragraph 9(c) above, to members of the public (hereinafter "Public Offering Document"), and that notwithstanding Lessor's prior execution of this Agreement, Lessor shall have the right to deem this Agreement null and void, with no further liability, in the event Lessor finds references in the Public Offering Document to be inconsistent with this Agreement. Lessor understands that time is of the essence, and that the uncertainty with respect to the permanence of this Agreement by virtue of this paragraph could adversely impact the success of Lessee's initial public offering. Therefore, Lessor agrees that it shall have five business days from the date of its receipt of the relevant portions of the Public Offering Document within which to declare this Agreement null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of September, 1993.

ATTEST:

BOSTON CATHOLIC TELEVISION
CENTER, INC.

William D. King
Witness

By: Edward Cardinal Galt
"Lessor"

ATTEST:

CAI ASSOCIATES, INC.

Witness

By: _____
"Lessee"

GSK-2631

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of September, 1993.

ATTEST:


BOSTON CATHOLIC TELEVISION
CENTER, INC.

Witness

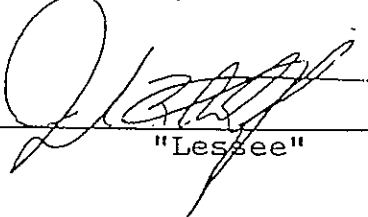
By: _____
"Lessor"

ATTEST:

CAI ASSOCIATES, INC.



Witness

By: 

"Lessee"

GSK-2631

AMENDMENT TO EXCESS CAPACITY LEASE AGREEMENT

This Amendment to Excess Capacity Lease Agreement ("Amendment") is entered into on the 21st day of September, 1995, by Boston Catholic Television Center, 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor, and Atlantic Microsystems, Inc., a Delaware corporation whose mailing address is 12 Corporate Woods Boulevard, Suite 102, Albany, New York 12211, the successor in interest to CAI Associates, Inc., as Lessee (hereinafter also referred to collectively as the "Parties" and individually as the "Party").

WHEREAS, the Parties entered into an Excess Capacity Lease Agreement dated September 25, 1993 (the "Agreement"); and

WHEREAS, Lessee reaffirms its commitment to developing, marketing and operating a wireless cable system ("System") which is oriented towards wholesome family programming; and

WHEREAS, Lessee further reaffirms its commitment to forbear from disseminating programming or other services on the ITFS channels licensed to the Lessor which would be inconsistent with the teachings of the Roman Catholic Church; and

WHEREAS, Lessee believes that it requires a certain additional degree of flexibility and discretion in the programming it can offer on the System in order to attract enough subscribers to be competitive with other multichannel video distributors in the Metropolitan area; and

WHEREAS, Lessee believes that both Parties will benefit from having their respective program offerings disseminated to the widest possible audience; and

WHEREAS, Lessee wishes to facilitate Lessor's development of a broad range of high quality, family-oriented and virtue-oriented programming that will further the teachings of the Roman Catholic Church to the widest possible audience, and in acknowledgement of Lessee's lesser role in this regard than had been understood by Lessor when entering into the Agreement and,

NOW, THEREFORE, in consideration of their mutual promises, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Agreement as follows:

1) Amended Definition of "Channels." The definition of the term "Channels" in the fourth "Whereas" clause of the Agreement is hereby amended to refer only to the ITFS channels licensed to Lessor, rather than to all channels utilized by Lessee to operate its wireless cable system in the Metropolitan Area.

2) Programming of Channels Not Licensed to Lessor. Lessor shall retain the control over programming specified in Paragraph 8 of the Agreement as to all ITFS channels licensed by the FCC to Lessor. As to microwave channels not licensed to Lessor that are utilized by Lessee to operate its wireless cable system in the Metropolitan Area, Lessor hereby agrees that Lessee will have discretion to decide what programs are transmitted over such channels, provided, however, that under no circumstances will Lessee transmit any motion pictures rated NC-17 by the MPAA Ratings Board or unrated motion pictures or other programming of similar prurient orientation on any channels utilized by Lessee to operate its wireless cable system in the Metropolitan Area. Lessor understands that Lessee contemplates subleasing channel capacity on the Channels, and on other channels utilized by Lessee to operate a wireless cable system in the Metropolitan Area, to NYNEX

Entertainment and Information Services ("NYNEX"). The NYNEX Video Services Programming Mission Statement as attached hereto is incorporated herein by reference. The programming policies and objectives stated therein shall establish the basis upon which Lessee, NYNEX and/or any affiliated parties will develop, market and operate its wireless cable system in the Metropolitan Area for the term of the Agreement. Lessor consents to Lessee subleasing channel capacity, subject to the terms and conditions of this Paragraph concerning programming.

3) Initial Endowment and Annual Grant By Lessee to Lessor. In order to further the goals of the Lessor to advance the teachings of the Roman Catholic Church, including the dissemination of wholesome, family-oriented programming in the Metropolitan Area, Lessee hereby agrees to contribute to Lessor an Endowment of
to be paid

4)

5) Change to Minimum Monthly Payment. Paragraph 5(c) of the Agreement is hereby amended to specify that the minimum monthly payment shall be

6) All Other Provisions of Agreement Remain Binding. Unless this Amendment specifically addresses and amends provisions in the Agreement, the remainder of the Agreement shall remain binding and in effect.

7) Definitions. Capitalized terms used herein shall have the same meaning set forth in the Agreement.

8) Execution in Counterparts. The execution of this Amendment in counterparts shall have the same meaning and effect as if both Parties executed the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 25 day of September, 1995.

ATTEST:

William D. Ury

BOSTON CATHOLIC TELEVISION CENTER, INC.

Richard Cardinal Law

ATTEST:

Michael P. G...

ATLANTIC MICROSYSTEMS, INC.

J. Santos Pres.

RECEIVED

JUN 16 1998

Federal Communications Commission
Office of Secretary

THIRD AMENDMENT TO EXCESS CAPACITY LEASE AGREEMENT

This Third Amendment to Excess Capacity Lease Agreement ("Third Amendment"), is entered into this 28th day of April, 1998, by and between Boston Catholic Television Center, located at 55 Chapel Street, Newtonville, Massachusetts 02158-9109, as Lessor, Commonwealth License, Inc. ("Lessee"), a second-tier wholly-owned subsidiary of CAI Wireless Systems, Inc. ("CAI"), located at 18 Corporate Woods Boulevard, Third Floor, Albany, New York 12211, as Lessee (collectively, the "Parties").

WHEREAS, Lessor has been granted the following licenses by the Federal Communications Commission ("FCC") in the Instructional Television Fixed Service ("ITFS") for the Boston, Massachusetts metropolitan area (the "Market"):

A1-A2, Boston, Massachusetts, Call Sign KQT-47
D1-D4, Boston, Massachusetts, Call Sign KVQ-24
G1-G4, Danvers, Massachusetts, Call Sign WAL-20
G1-G4, Framingham, Massachusetts, Call Sign KLC-85
F1-F4, Milton, Massachusetts, Call Sign KQT-48
F1-F4, Andover, Massachusetts, Call Sign KMA-57; and

WHEREAS, Lessee has lease and license rights to certain Multipoint Distribution Service and Multichannel Multipoint Distribution Service (collectively "MDS") channels in the Boston Basic Trading Area and has agreements with licensees on ITFS Channels A3-A4 (application pending), B1-B4, and C1-C4; and

WHEREAS, Lessee has aggregated MDS and ITFS spectrum in the greater Boston metropolitan area with the intent to offer commercial telecommunications services, such as video, voice and/or data-based services (the "System"); and

WHEREAS, Station KQT-47 (A1-2), Station KVQ-24 (D1-D4) and Station KLC-85 (G1-G4) shall hereinafter collectively be referred to as the "Channels," and

WHEREAS, Lessor and CAI (formerly CAI Associates, Inc.) entered into an Excess Capacity Lease Agreement ("Agreement") on September 25, 1993, pursuant to which CAI leased excess airtime capacity on the Channels; and

WHEREAS, the Agreement was amended on January 25, 1994; was assigned with Lessor's consent, from CAI to Atlantic Microsystems, Inc. on April 30, 1995; was further amended on September 29, 1995; and was assigned from Atlantic Microsystems, Inc. to Lessee on August 29, 1997; and

WHEREAS, Lessor submitted the license for Station WAL-20 to the Commission for cancellation, and

WHEREAS, the Parties consummated the assignment of Stations KQT-48 and KMA-57 on November 24, 1997 to Lessee; and also executed on that date the "F Channels Lease Agreement" which provides for continued use of the channels by Lessor until such time as adequate replacement facilities are authorized, constructed and operated; and

WHEREAS, CAI's wholly-owned subsidiary Commonwealth Choice Television, Inc. ("Choice"), holds the site lease with Dewey Square Tower Associates ("Dewey") and also owns the common equipment utilized at One Financial Center ("OFC" or "the Headend"); and

WHEREAS, the Parties desire to continue their cooperative effort to further develop and implement digital and two-way technology in the 2.5 GHz spectrum in the Boston market, and therefore the Parties amend the Agreement to address the implementation of digital technology, flexible use of Lessor's spectrum, including two-way services, and other issues.

NOW THEREFORE, in consideration of the premises and of the mutual promises, undertakings, covenants and agreements set forth herein, the Parties hereto do hereby agree as follows:

1. The parties acknowledge that Lessor has submitted the license for Station WAL-20 to the FCC for cancellation, have consummated the assignment of "F"-channel licenses, have executed the "F Channels Lease Agreement" which provides for continued use of the channels by Lessor until such time as adequate replacement facilities are authorized, constructed and operated and further acknowledge the definition of "Channels" in the Agreement shall no longer include Station WAL-20, Station KQT-48 or Station KMA-57.

2. Subparagraph 2 (a) is amended as follows:

Delete the words "as well as half of the vertical blanking interval capacity on the channels" and replace them with "including the response channels associated with each of the Channels, pursuant to Section 74.939 of the Commission's rules," and replace the word "time" with "capacity" throughout the subparagraph.

3. Subparagraphs 2(b) and 2(c) are replaced with the following:

(b) Digital Operation, Capacity Division, and Permissible Uses of Channels:

(i) Implementing Digital Technology.- Lessee and Lessor hereby agree to employ digital modulation technology in the operation of the Channels pursuant to the below-referenced terms and conditions. The Parties agree to cooperate to achieve the conversion from analog to digital modulation over the Channels upon a reliable, expedient and mutually satisfactory basis, including using best efforts to file and prosecute any necessary and appropriate applications before the FCC. Lessee shall

bear the costs of preparing and prosecuting said applications, including, but not limited to, all legal and engineering fees incurred by Lessor in cooperating with Lessee's requests, including the fees and expenses incurred by counsel attending technical meetings which are requested by Lessee, but not including legal fees and expenses associated with the negotiation and amendment of contractual agreements between the Parties including those associated with this Third Amendment. This exclusion for the aforementioned legal fees is the only limitation intended by the parties to the responsibility of Lessee to pay costs defined in Paragraph 4(a) of the Agreement.

(ii) Channel-sharing Plan. Lessor and Lessee agree that the following plan for the use of all 2.5 GHz channels in the Market is the Lessee's preferred plan as of the execution of this Agreement:

However, Lessor and Lessee expressly acknowledge that neither Party has the right to bind third party licensees as to the use of their channels. Furthermore, Lessor and Lessee acknowledge that business, technical and regulatory exigencies may necessitate changes to the frequency plan. Therefore, Lessee hereby commits to using good faith, best efforts to effectuate the above frequency plan, but not to be bound by the plan.

With the foregoing qualifications, following the completed conversion to digital technology, Lessor shall have the full-time use of _____ as

follows:

, capable of being transmitted from OFC and from associated booster stations, specifically the transmission facilities at Peabody, Needham, Andover, Framingham and, if necessary, Great Blue Hill, and also the Later Stage Boosters as described in Paragraph 5 below, and installed by Lessee for (hereinafter the specific transmission facilities identified in this sentence as well as Later Stage Boosters designated in Paragraph 5 shall be referred to as the "Boosters"). In addition, Lessor shall have the full-time use

to be identified in the manner described below. Lessee shall have the full-time use of the remaining Channels and the full capacity of all "response" channels. Lessee shall make a determination as

which is fit and suitable for Lessor's intended use, on or before the installation of the first of the Later Stage Boosters as specified in Paragraph 5 below. Lessee shall provide Lessor with notification of this determination and will share with Lessor all non-confidential technical studies that Lessee used in making the determination. Lessor at its option may choose instead to have :

to be determined through good faith consultation of the Parties and which is fit and suitable for Lessor's intended use. This channel plan may be changed by written agreement of the Parties. The Party seeking a change in the plan must make its proposal at least ninety (90) days prior to the proposed date of initiation of such revised plan. As long as the revised frequency plan submitted to Lessor does not materially increase the level of interference to Lessor's then current and operational receive sites, permits Lessor to continue serving its then current and

operational receive sites with downstream transmissions, and does not result in any monetary costs to Lessor, the revised frequency plan shall be adopted. If the aforementioned conditions are not met, the Parties hereto shall coordinate in good faith and agree on a revised frequency plan with all deliberate speed. Lessor shall use its Channels only to serve Lessor's institutions for educational, charitable and non-commercial purposes. For purposes of this Agreement, "Lessor's institutions" is defined as "schools, hospitals, nursing homes, parishes, and such other charitable and non-commercial entities as are associated with the Archdiocese of Boston." This plan for channel operation and sharing shall replace that described in Paragraphs 2(a) and (b) of the Agreement.

(iii) Content. Following the conversion to digital technology, each Party may in its discretion, subject to the foregoing, use its allocated capacity hereunder to transmit any type of wireless service, provided said use shall be in compliance with the FCC's rules and regulations and, for one-way downstream video content selected by Lessee, the content restrictions in Paragraph 8 of the September 25, 1993 Agreement as amended at page 2 of the September 29, 1995 Amendment, and as further amended herein at Paragraph 11 of this Third Amendment. The Parties shall use best efforts to cooperate to obtain any necessary FCC approvals for the distribution of Lessor's ITFS programming as contemplated by the Third Amendment, and for authority to transmit other services Lessee and Lessor may wish to provide on the Channels. Under no circumstances will Lessor use the Channels to compete directly or indirectly with any commercial application of wireless services offered by Lessee within

the protected service area of the Boston System except for the educational services contemplated by this Agreement.

(iv) Flexible and two-way use of channels. Subject to FCC rules and policy as may be adopted in Docket No. 97-217, and in any event conditioned upon strict non-interference to Lessor's activities, prior to and following the conversion to digital technology, Lessee may employ "channel loading" and/or "channel mapping," "two-way" operation as described in (b)(ii) above, "cellularization" and "sectorization" as those terms are understood in the wireless industry. Lessee will share with Lessor all non-confidential technical information concerning the design of facilities operating within the System and all equipment utilized for control of transmitters within the System that directly impact Lessor's use of the Channels and Lessor's FCC licensing requirements, and will use best efforts to ensure that Lessor's Chief Engineer will have access to contractors and suppliers responsible for the design and operation of the equipment within the System to the extent such design and operation directly impacts Lessor's use of the Channels and Lessor's FCC licensing requirements.

(v) Encoders. Within two weeks of the execution of this Third Amendment, Lessee shall transfer title to _____ presently located at the Headend to Lessor and dedicate those encoders solely to converting Lessor's programming from analog to digital format. Lessee shall provide Lessor with such documentation as is necessary for proof of ownership, including, but not limited to, one or more Bills of Sale, and assignment of any outstanding warranties or guarantees. Upon such transfer, Lessor shall have the rights, benefits and obligations of ownership, including bearing any and all insurance costs, operating and maintenance costs and

taxes associated with said ownership. Lessor shall keep the encoders at the Headend only so long as necessary to design, test and implement the Studio-Transmitter-Link requirement of the subparagraph (viii) below. During this period, Lessee shall continue to provide Lessor with the current remote control and monitoring capability of the encoder system at Lessor's studio facilities, until the fulfillment of subparagraph (viii) below.

(vi) Conversion of Receive Sites. Lessee hereby acknowledges that Lessee has substantially completed the conversion to digital technology, under the direction and with the provisional consent of Lessor, including having performed a Standard Conversion of Lessor's receive sites as identified on Exhibit 1 attached hereto. The outstanding receive sites yet to be converted are identified herein in Exhibit 2. As to the outstanding receive sites, Lessee shall, with Lessor's assistance, convert those sites as quickly as is practicable. A Standard Conversion means that Lessee has, as necessary, for Lessor's intended use, reoriented the receive antenna(s), replaced the down converter and any other equipment or cabling required, installed one or two decoders as necessary, to receive and convert digital signals to analog in a manner that has maintained a continuity of Lessor's existing service. Lessor may designate in writing, pursuant to Paragraph 4(a), up to an . . . receive sites that Lessee shall be obligated to install with a Standard Installation or a Standard Conversion at its sole and exclusive expense. A Standard Installation means that Lessee has, as necessary, for Lessor's intended use, installed a receive antenna, down converter and any other equipment or cabling required, installed one (1) or two (2) decoders, as necessary, to receive and display digital signals on a television

set, said television set not to be included as part of the Standard Installation. With respect to the additional receive sites, each site selected by Lessor must be able to receive adequate signal from transmission sites described in this Third Amendment, specifically, OFC, Andover, Framingham, the First Stage Boosters, as that term is hereinafter defined, or the Later Stage Boosters, as that term is hereinafter defined. Ownership of and title to the decoders and other equipment installed pursuant to the above shall be transferred to Lessor upon installation, and Lessor shall have the benefits, rights and obligations of ownership. If Lessor wishes to convert to digital operation more than those receive sites identified ^{above in this Paragraph} ~~on Exhibit A~~, Lessee will convert such additional receive sites upon Lessor's written request and Lessor shall reimburse Lessee for Lessee's costs associated with a competent, efficient workmanlike conversion of such additional receive sites. Upon reimbursement by Lessor of said costs, ownership and title to any equipment installed at said additional receive sites shall immediately vest in Lessor. Lessor shall use its best efforts to assist Lessee in performing any conversions under this paragraph, including arranging access within a reasonable period of time following Lessee's request for assistance, to the receive sites by Lessee's technicians. Lessee shall use its best efforts in providing trained technicians, professional quality materials and necessary test equipment to establish baseline performance data of the receive system. Lessee and Lessor shall each use its best efforts to meet its scheduled obligations established under this subparagraph.

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(vii) Operation and Maintenance. The parties expressly acknowledge that Lessor maintains ultimate supervision and control over the operation and maintenance of its Channels. Lessor shall be responsible for, and conduct, the maintenance of its dedicated ITFS Equipment. Lessor will be provided access to its dedicated ITFS

Equipment for maintenance purposes on a pre-scheduled basis, and immediate access for emergency repairs. Lessee shall be responsible for, and conduct, the operation and maintenance of the Common Equipment. In good faith and cooperation, both Parties may request permission to assist in the operation and maintenance of each other's equipment. A party responsible for damaging equipment is responsible for the prompt repair and replacement of the damaged equipment.

(viii) Studio-to-Transmitter (STL) and Transmitter-Studio Links (TSL) and Relocation of Encoders. Lessor is the licensee of several stations in the Private Operational Fixed Service, and Lessee is the licensee of Cable Antenna Relay Service ("CARS") license, Call Sign WLY-570 ("Station WLY-570"), that is authorized to transport programming from Lessor's studio to be received at OFC. Upon signature of this Third Amendment, Lessee and Lessor shall continue to work together at Lessee's expense, not to exceed

to be paid by Lessor to Lessee pursuant to this paragraph), to design, coordinate and license WLY-570 to redirect one (1) of its three (3) channels to transmit from OFC to be received at Lessor's studio, if permitted by the FCC, and to permit the relocation of encoders described in Paragraph 2(b)(v) hereof to Lessor's Studio and the transmission of Lessor's video programming in a manner that provides sufficient quality and reliability comparable to the Lessee's video transmissions from Needham to OFC, provided, however, that Lessee shall not be required to add additional channels to WLY-570. Lessee and Lessor shall work together to design, coordinate and license suitable return microwave facilities to accomplish Lessor's requirement for continuity of service for its microwave facilities used for production purposes such that the relay point for those facilities can be

changed, if permitted by the FCC, from the Prudential Center to OFC. The Parties shall seek the modification of WLY-570 to permit digital operation, and, if allowed by the FCC's rules, assignment of the license for Station WLY-570 from Lessee to Lessor. If and when the FCC grants authority for digital operation of WLY-570, Lessor shall pay Lessee . As soon as Lessor has made the payment, Station WLY-570 is converted, pursuant to FCC authority, to digital operation at Lessee's expense, and, the relay point for Lessee's production feed system has been successfully relocated, the encoders described in Paragraph 2(b)(v) hereof will be relocated to Lessor's studio at a schedule mutually agreed to by Lessee and Lessor. The transmitters and receivers utilized in connection with Lessor's transmissions on WLY-570 installed pursuant to this paragraph following the successful conversion to digital operation shall be considered dedicated ITFS Equipment pursuant to Paragraph 7 hereto. Except for Station WLY-570 and except as provided in Paragraph 7 of this Third Amendment, Lessee will not be required to purchase and install any microwave systems for Lessor's use; provided, however that Lessee shall assist Lessor in installing at OFC the relocated microwave facilities used in Lessor's production system and shall provide Lessor, , with rack space for installation of said microwave facilities at OFC during the term of the Agreement. Lessor shall pay for any additional equipment required for additional program streams or transmission of other programming. The Parties acknowledge that the transmitters and receivers located at the Headend associated with the point-to-point microwave links applied for or licensed to Lessor to transport programming from the Cardinal's Residence and the Cathedral of the Holy Cross to Lessor's studio via the Headend and the other production facilities are Lessor's owned equipment. Lessee and Lessor shall operate

and maintain all equipment referenced in this Paragraph in accordance with Paragraph (2)(b)(vii).

(ix) Transitional Use of Lessor Boosters. In consultation with Lessee, Lessor agrees to permit the utilization of its boosters at Andover, Framingham and, if necessary, Great Blue Hill for transmission of instructional programming required by Lessor and by one or more other area ITFS licensees to the extent and for the time permitted by Lessor's site Licensees. The "boosters" discussed in this paragraph are to be located, subject to FCC approval, where ITFS repeater stations presently operate at Framingham, Andover and, if necessary, Great Blue Hill, and are envisioned only as a transitional requirement until Lessee builds out its Boston market system fully as envisioned in Paragraph 5 of this Third Amendment. Except as described in Paragraph 7 below, all costs of modification of the boosters shall be borne by Lessee. Lessee expressly acknowledges the potential for and the need to avoid the technical phenomenon commonly referred to as self-interference by and between the signals emanating from the Headend and the co-channel signals emanating and being received at the Andover and Framingham boosters. Lessee therefore agrees to retransmit Lessor's programming on a frequency diverse non-co-channel basis for three months from the execution of this Third Amendment to allow for the transition of Lessor's Channels to the Headend. During this three month period, Lessee and Lessor shall conduct mutually agreed upon tests to confirm that the co-channel usage of the Andover and Framingham boosters will not produce self-interference or related technical problems. Upon Lessor's acceptance of the test results, Lessee shall be authorized to transition the Andover and Framingham booster sites to co-channel operation. If Lessor is not reasonably satisfied with the test results, Lessor and Lessee

will meet to determine the next course of action, which may include using additional time to implement technical improvements to correct the situation, continuing frequency diverse, non-co-channel operation until the problem can be corrected. The Parties agree to cooperate and use best efforts to file and prosecute any necessary and appropriate applications before the FCC to license the boosters contemplated by this Paragraph 2(b)(ix), as amended. Lessee shall bear the costs of preparing and prosecuting said applications.

(x) Payment

(xi) Continued Right of Access to OFC. Lessee and Choice represent that they will take no action to disturb the rights given to Lessor pursuant to the "Amendment of License Agreement" of July 16, 1997 between Dewey and Choice.

4. Delete the title of Paragraph 3 of the September 25, 1993 Agreement and replace it with "Integration of Lessor's Programming, Out of Market Service and Cooperation with No Objection Letters." Add "(a)" prior to the word "Lessee" in the first line of Paragraph 3 to delineate a subparagraph (a). Add at the second line the words "Cable Channel" before the word programming, and add the following new subparagraphs (b) and (c) to the end of Paragraph 3:

(b) Lessee recognizes that Lessor desires to serve Plymouth and Bridgewater, Massachusetts with the BCTV Cable Channel. In the event that Lessee, CAI, or any of its subsidiaries operates a wireless system that covers these areas, with no affirmative

obligation on Lessee to either operate such a system or to design the system to cover these areas, Lessee will use best efforts to carry the BCTV Cable Channel to Plymouth and Bridgewater. Lessee, CAI, or any of its subsidiaries will make provision of the BCTV Cable Channel a priority in the system design and will provide said capacity to Lessor, and Lessor shall bear all expenses associated with the transmission and reception of the BCTV Cable Channel in these areas, including any costs associated with delivering the BCTV Cable Channel to the appropriate transmission site. Lessee shall immediately contract with CAI or any of its subsidiaries, to fulfill the intent of this paragraph. Any agreement for assignment or sublease of Lessee's rights of Lessee, CAI or its subsidiaries to deploy the MDS and ITFS spectrum in the Providence, Rhode Island market shall include an obligation on the part of the Assignee or Sublessee to use its best efforts to effectuate this Paragraph.

(c) Lessor agrees to provide any "no objection letters" or consents to interference requested by Lessee, provided that the grant of the application requiring said letter will not cause material interference to transmissions of Lessor's signals on its reserved Channels or the reception of such signals transmitted on Lessor's reserved Channels at Lessor's authorized receive sites. Lessor shall not provide any "no objection letters" that impact any of the Channels Lessee is utilizing pursuant to this Third Amendment without the prior approval of Lessee. Subject to the same conditions, Lessee also agrees to provide "no objection" letters to Lessor, in the event Lessor applies independently for facilities required beyond those constructed by Lessee, and Lessee agrees also to use best efforts to secure consent letters from ITFS licensees in adjacent markets with which Lessee, CAI or its subsidiaries have lease agreements.

5. Paragraph 4(a) of the September 25, 1993 Agreement is amended by replacing the first and second sentence with the following:

Lessor and Lessee agree to cooperate to obtain and implement FCC authority to relocate the Prudential Center transmit sites of the Channels to the Headend. Lessor and Lessee shall also cooperate in the design, construction and operation of the Booster locations which extend the signal from the area reached by the Headend. Lessor has agreed to the construction of Booster locations at [REDACTED] ("the First Stage Boosters"), which are presently operating under a developmental license issued to Lessee. At the earliest opportunity as permitted by FCC rules, Lessee will prepare for filing by Lessor applications for regular authorization for use of the Channels at the First Stage Booster locations. In addition, Lessee shall install and operate additional Boosters at locations to be determined in the approximate vicinity of [REDACTED] ("the Later Stage Boosters"). The Later Stage Boosters are intended to replace the Andover and Framingham stations, and along with the Headend and First Stage Booster locations will be capable of [REDACTED] Of the Later Stage Boosters, subject to regulatory approvals, site availability and equipment availability, Lessee shall use its best efforts to construct the first Later Stage Booster within [REDACTED] the execution of this Third Amendment; the second Later Stage Booster within [REDACTED] of the execution of this Third Amendment; and the third Later Stage Booster [REDACTED] months of the execution of this Third Amendment. When Lessee replaces the transmission facilities at Andover and Framingham with the Later Stage Boosters, Lessee shall insure continuity of downstream video service by Lessor, and shall pay for the relocation and installation of the necessary transmission equipment from the Andover and

Framingham facilities to the Later Stage Booster sites. If Lessor desires to install facilities at sites other than those installed by Lessee as specified in this Paragraph, Lessor shall first give Lessee the opportunity to design and install sites to provide equivalent coverage of Lessor's receive sites. If Lessee chooses to install equivalent facilities, Lessee shall do so at its expense, except for such equipment exclusively dedicated to Lessor's transmissions. Any facilities to be installed by Lessor shall be done in consultation with Lessee to insure compatibility and non-interference with the facilities Lessee wishes to install for its commercial purposes, and facilities installed by Lessee shall not interfere with the facilities installed by Lessor, provided Lessor has followed the procedures for notifying Lessee of such facilities as described in this paragraph. Lessor, with the financial and technical assistance of Lessee, shall file appropriate applications with the FCC, including applications for response stations pursuant to Section 74.939 of the Commission's rules. The parties acknowledge that, in anticipation of the Third Amendment, Lessor filed modification applications to relocate Stations KQT-47, KVQ-24, and KLC-85 to OFC, and that Lessee filed a modification application to relocate Station KQT-48 to OFC. The Parties shall use best efforts to implement the licenses as modified.

6. A new Paragraph 4(c) is added, as follows:

(c) Transmitter Site Access, Monitoring and Control Facilities. Lessee shall provide to appropriate Lessor personnel 24-hour access to the transmitter sites which serve Lessor receive sites for emergency repairs in accordance with Paragraph 2(b)(vii), so long as Lessor agrees to appropriate security precautions and procedures. Lessee shall provide to Lessor at Lessor's studio the necessary equipment and

connections to permit full-time remote monitoring and control of the Channels at the Headend and at Lessor's repeater station sites.

7. Paragraph 7 of the September 25, 1993 Agreement is deleted in its entirety and replaced by the following:

ITFS Channel Equipment. The Parties shall

dedicated exclusively to Lessor's transmissions at the Later Stage Boosters, excluding the equipment relocated from the Andover, Framingham and, if necessary, Great Blue Hill stations; but including the equipment at the Headend and all Boosters dedicated exclusively to Lessor's and also the incremental costs associated with Lessor's incremental use of backhaul point-to-point microwave equipment used to connect the First Stage and Later Stage Boosters back to the Headend (exclusive of the STL/TSL described in Paragraph 2(b)(viii) should Lessor develop such facilities). Where Lessee has decided to lease or install landline point-to-point facilities at locations desired by Lessor, Lessor shall pay the incremental costs associated with Lessor's use of such facilities. Except for Lessor's obligations to convert and install receive sites specified in Paragraph 2(b)(vi) as amended herein, Lessor shall be solely responsible for the cost and installation of end user-premises facilities used by Lessor in association with Lessee shall transfer ownership of all dedicated ITFS Equipment, specified in Exhibit 3 hereto and as amended from time to time as new facilities are installed, to Lessor, upon installation, except for equipment installed and in use at the time of execution of this Third Amendment. Upon such transfer of the dedicated ITFS Equipment, Lessor shall have the rights, benefits and obligations of ownership, including bearing any and all insurance costs, operating and maintenance costs and taxes associated with said

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ownership. The equipment identified on Exhibit 4 attached hereto, which is equipment common to other ITFS and MDS licensee/lessors operating from the Headend, and the Boosters (hereinafter "Common Equipment") shall be leased to Lessor for \$1.00 per year for a term coterminous with this Agreement and/or any renewal terms. Upon the termination of this Agreement and/or renewal terms, provided such termination is not due to Lessor's material breach or Lessor's voluntary termination or non-renewal for reason other than Lessee's Material Breach, Lessee shall take all reasonable and appropriate steps to insure that Lessor has continued access to the Common Equipment in place at the time of termination at non-profit fair market lease rates. Such steps shall include, but not be limited to, conditioning any sale or other alienation of the Common Equipment to a third party upon the third party agreeing to enter into a lease agreement with Lessor on non-profit fair market lease rates, along with other appropriate terms and conditions that insure continued access by Lessor to the Common Equipment.

8. Paragraph 9(b) is amended by replacing the second sentence with the following:

A Material Breach shall include, but not be limited to, failure of the Lessee to make any payment due under this Agreement for the Prudential Center lease or to Lessor; failure to be utilizing Lessor's channels as part of a wireless communications system within . . . of the execution of the Third Amendment to this Agreement; failure of the Lessee to construct in a timely fashion Lessor's modified facilities after obtaining authorization from the FCC; failure of the Lessor to comply with the rules, regulations and policies of the FCC, including the filing of all necessary applications and forms to maintain the FCC licenses for ITFS Channels.

9. The Initial Term of the Agreement shall be extended ten (10) years from the date of execution of this Third Amendment. Any renewal terms contemplated by Paragraph 1(b) in the Agreement shall become effective after the Initial Term defined above. Paragraph 5(c) of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following :

(c) On the tenth (10th) day following the end of each month, commencing either twelve (12) months from the execution of this Agreement (September 25, 1994), or when the Lessee's wireless cable system becomes operational in the Metropolitan area, whichever is sooner, the Lessee shall pay the Lessor monthly payments in consideration for Lessor's lease and capacity on its ITFS channels to Lessee.

10. Unless this Third Amendment specifically addresses and amends provisions in the Agreement, the remainder of the Agreement shall remain binding, valid and in effect.

11. The Amendment of September 29, 1995 is modified at Paragraph 2 to delete all but the first two sentences of the paragraph, and to add: Lessee shall establish and follow a Program Mission Statement consistent with this paragraph to govern the development and operation of its consumer video system on the Channels.

12. All capitalized terms used herein, unless otherwise defined, shall have the same meaning set forth in the Agreement.

13. This Third Amendment shall be binding upon and inure to the benefit of the Parties, their heirs, successors, executors or assigns.

14. The invalidity of any provision or provisions of this Third Amendment shall not affect the other provisions, excepting for Paragraph 8 of the Agreement as modified by Paragraph 2 of the September 29, 1995 Amendment and Paragraph 11 of this Third Amendment, and the Third Amendment shall be construed in all respects as if any invalid provisions were omitted.

15. This Third Amendment may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute a single and jointly executed instrument. Faxed signatures shall be deemed effective as an original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized agents or officers as of the day and year first above written.

ATTEST:

Karen A. Perruolo

BOSTON CATHOLIC TELEVISION CENTER,
INC.

By: Francis T. McFarland

Name: Francis T. McFarland

Title: Director

ATTEST:

Todd W. Marshall

COMMONWEALTH LICENSE, INC.

By: G. Stevens-Kittner

Gerald Stevens-Kittner
Senior Vice President

ATTEST:

Donna A. Brilaguer

COMMONWEALTH CHOICE TELEVISION,
INC.

By: G. Stevens-Kittner

Name: Gerald Stevens-Kittner

Title: Senior Vice-President

Boston, MA

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